रजिस्ट्री सं. डी.एल. (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

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प्राधिकार से प्रकाशित
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WEEKLY

सं. 30] नई दिल्ली, अगस्त 3—अगस्त 9, 2025, शनिवार/श्रावण 12—श्रावण 18, 1947
No. 30] NEW DELHI, AUGUST 3—AUGUST 9, 2025, SATURDAY/SHRAVANA 12–SHRAVANA 18, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1436.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड के अधीन **मुनाफाखोरी-रोधी महानिदेशालय (केंद्रीय अप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड) राजस्व विभाग, वित्त मंत्रालय, नई दिल्ली-110001** के कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों एवं कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/3/2017- हिन्दी-2-अधिसूचना]

प्रीति सेलारे, उप निदेशक (रा.भा.)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 5th August, 2025

S.O. 1436.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, **Directorate General of Anti-Profiteering (Central Board of Indirect Taxes and Customs) Department of Revenue, Ministry of Finance, New Delhi-110001** under Central Board of Indirect Taxes and Customs, Department of Revenue where more than 80% staff has acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-2-Notification]

PREETI SELLARE, Dy. Director (OL)

(व्यय विभाग)

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1437.—केन्द्रीय सरकार, एतद्द्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (2) एवं (4) के अनुसरण में, भारतीय लेखापरीक्षा और लेखा विभाग के निम्नलिखित कार्यालयों को, जिनके अस्सी प्रतिशत कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:-

1. कार्यालय प्रधान महानिदेशक लेखापरीक्षा (केन्द्रीय), लखनऊ, शाखा पटना।
2. कार्यालय प्रधान निदेशक लेखापरीक्षा (केन्द्रीय), लखनऊ, शाखा राँची।
3. कार्यालय महानिदेशक लेखापरीक्षा (केन्द्रीय व्यय), नई दिल्ली।
4. कार्यालय प्रधान महालेखाकार (लेखापरीक्षा-II),केरल, तिरुवनंतपुरम, शाखा त्रिशूर: और
5. कार्यालय प्रधान महालेखाकार (लेखापरीक्षा-II), केरल, तिरुवनंतपुरम।

[फा. सं. ए-12034/01/2025-ई.जी.]

रामेश्वर कुमार, अवर सचिव

(Department of Expenditure)

New Delhi, the 5th August, 2025

S.O. 1437.—In exercise of the powers conferred by sub-rules (2) and (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Government of India in the Indian Audit and Accounts Department, in which eighty per cent. of the staff have acquired the working knowledge of Hindi, namely :-

(a) Office of the Principal Director of Audit (Central), Lucknow, Branch Patna;

(b) Office of the Principal Director of Audit (Central), Lucknow, Branch Ranchi;

(c) Office of the Director General of Audit (Central Expenditure) New Delhi;

(d) Office of the Principal Accountant General (Audit-II) Kerala, Thiruvananthapuram Branch Office, Thrissur; and

(e) Office of the Principal Accountant General (Audit-II) Kerala, Thiruvananthapuram.

[F. No. A-12034/01/2025-E.G.]

RAMESHWAR KUMAR, Under Secy.

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1438.—केन्द्र सरकार, एतद्द्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियमों (2) एवं (4) के अनुसरण में, भारतीय लेखापरीक्षा और लेखा विभाग के महालेखाकार (लेखा एंव हकदारी-II) के कार्यालय उत्तर प्रदेश, प्रयागराज जिसमें अस्सी प्रतिशत कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ए-12034/02/2025-ई.जी]

रामेश्वर कुमार, अवर सचिव

New Delhi, the 5th August, 2025

S.O. 1438.—In exercise of the powers conferred by sub-rules (2) and (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of the Accountant General (Accounts and Entitlement-II), Uttar Pradesh, Prayagraj under the Indian Audit and Accounts Department wherein eighty per cent. of the staff have acquired working knowledge of Hindi.

[F. No. A-12034/02/2025-E.G.]

RAMESHWAR KUMAR, Under Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 23 जुलाई, 2025

का.आ. 1439.—केन्द्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत शक्तियों का प्रयोग करते हुए, श्री सुमित कुमार कर्माकर, अधिवक्ता को दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामलों में, अंदमान और निकोबार द्वीप समूह के श्री विजय पुरम में स्थित विचारण न्यायालय के समक्ष संस्थित किए गए मामलों में और विधि द्वारा स्थापित किसी अपील या पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपील, पुनरीक्षण या अन्य मामलों के अभियोजन का संचालन करने के लिए कार्यभार ग्रहण करने की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेश तक, जो भी पहले हो, विशेष लोक अभियोजक नियुक्त करती है ।

[फा. सं. 225/15/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 23rd July, 2025

S.O. 1439.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Sumit Kumar Karmakar, Advocate as Special Public Prosecutor, for conducting the prosecution of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the trial courts at Sri Vijaya Puram, Andaman and Nicobar Islands and appeals, revisions or other matters arising out of these cases in any appellate or revisional courts established by any law for the time being in force for a period of three years from the date of assumption of charge or till further orders, whichever is earlier.

[F. No. 225/15/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 31 जुलाई, 2025

का.आ. 1440.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंटस इंडिया लिमिटेड, नोएडा जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/02/2025-हिंदी]

तरुण कुमार, उप निदेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 31st July, 2025

S.O. 1440.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of Broadcast Engineering Consultants India Limited, Noida whereof more than 80% of the staff have acquired the working knowledge ofHindi.

[F. No. E-11017/02/2025-Hindi]

TARUN KUMAR, Dy. Director (O.L.)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 29 जुलाई, 2025

का.आ. 1441.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं II दिल्ली** के पंचाट (11/2015) प्रकाशित करती है।

[सं. एल-12012/62/2014-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 29th July, 2025

S.O. 1441.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11/2015*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.* II *Delhi* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/62/2014– IR(B-1)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. NO. 11/2015

Sh. Balram, S/o Sh. Late Sri Shankar,

R/o-109, New Basti, Chander Road, Dalanwala,

Dehradun, U.K.

Versus

The Branch Manager,

State Bank of India,

Vasant Vihar Branch,

Dist.- Dehradun.

Present: Sh. Prabhat Kumar Rai along with Smt. Smriti, Ld. AR's for the claimant.

Sh. Rajiv B. Samaiyar, Ld. AR for the management.

AWARD

1. In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour and Employment, vide its Order No. **L-12012/62/2014-IR(B-I)** dated 31.12.2014 has been pleased to refer the following dispute between the employer, that is the Management of State Bank of India and their workman for adjudication by this Tribunal, terms of which are as under:

"Whether the management of SBI is wrong in denying the continuation of Sri Balram's service and done against the provisions of law? If so, what remedies lies with the workman and what specific steps should be taken by the SBI management to reinstate him with specific benefits?"

After receiving the said reference, notices were issued to both the parties. Both the management and the claimant had appeared. Claimant had filed the claim statement stating that he did the work with the respondent from 01.01.1999 till 04.06.2014 at the temporary work of cleaning at the rate of Rs. 135/- per day. He did the work with diligently and honestly and did not give any chance to the management for any complaint. On 04.06.2014, respondent had terminated the services of the workman without any cause. Correspondents have been made on different date but, respondent had not given any satisfactory answer nor was he reinstated. Hence, he filed this claim.

2. Respondent had appeared and filed the written statement. Respondent submits that claimant is a temporary sweeper for sweeping and cleaning the toilets in the branch premises. The initial entry of engagement of claimant was unauthorized and was not against any sanctioned vacancy. Considering the economic situation in the country and the work to be got done, government make temporary engagement/engages workers on daily wages. Claimant accepted his engagement as daily wager/temporary employee at his own violation with open eyes. Claimant never worked for 240 days in any year. No cause of action accrued to him. Claim of the regularization has not been espoused by the substantial number of workmen of the Bank. He submits that claim of the claimant be dismissed.

3. Rejoinder has been filed by the claimant, denying the averment made by management in his written statement and affirmed the facts made in his claim statement.

4. It is also important to mention here that vide order dated 09.01.2023, this Tribunal had passed the award in favour of the claimant directing the management to reinstate the claimant as a part time Sweeper of the bank and pay daily wage as per the government notification and pay Rs. 2,00,000/- as compensation. However, on the application of the management, the award was set-aside and management was given an opportunity to lead its evidence.

5. After completion of the pleadings vide order dated 07.12.2015, following issues have been framed:

(i) Whether the management of SBI is wrong in denying the continuation of Sh. Balram's service and done against the provision of law? If so its effect?

(ii) If so what relief the workman is entitled to and from which date and what steps should be taken by the SBI management to reinstate him with specific benefits?

6. In order to substantiate his claim, claimant has filed the affidavit affirming the averment made in the claim statement. He has relied upon the thirteen documents which are marked as Ex. WW1/1 to WW1/16:

(I) **Ex. WW1/1** is the application filed by the claimant before Assistant Labour Commissioner(C), Dehradun.

(II) **Ex. WW1/2** is the copy of the affidavit of evidence of filed by the claimant before Assistant Labour Commissioner(C), Dehradun.

(III) **Ex. WW1/3** shows that the claimant Balram was engaged as a Safaikaramchari on daily wage basis w.e.f. 01.04.1999.

(IV) **Ex. WW1/4** is the paper cutting of an advertisement published on behalf of SBI advertising the posts for the safaikaramcharis on daily wage basis.

(V) **Ex. WW1/5** is a correspondence made by the Branch Manager of Basant Vihar Branch to the regional manager.

(VI) **Ex. WW1/6, Ex. WW1/7, Ex. WW1/8 & Ex. WW1/9** are the documents relating to regularization of the service of part time sweepers working in the bank.

(VII) **Ex. WW1/10** is the copy of letter sent by Rajya Safai Karamchari Aayog to the Bank regarding regularization of the claimant.

(VIII) **Ex. WW1/11** is the letter sent by claimant to the bank.

(IX) **Ex. WW1/12** is the letter sent by the claimant to Chief Secretary, Safai Karamchari Aayog, Dehradun.

(X) **Ex. WW1/13** is the letter sent by the Advocate Sh. Rajesh Devliyal to the Bank along with documents (Colly.-31 pages)

(XI) Ex. WW1/14 is the copy of conciliation proceeding dated 25.08.2014.

(XII) Ex. WW1/15 is the copy of letter dated 23.06.2014 (Colly.- 2 pages).

(XIII) Ex. WW1/16 is the photocopy of letter sent by the workman to the Bank regarding payment for 25 days for the month of January.

7. In rebuttal, management has also examined one witness affirming the averment made in the W.S. Management witness has stated that the claimant was engaged intermittently as a Sweeper according to exigency as a temporary Sweeper for sweeping and cleaning of the toilets in the Bank premises. He was never appointed as permanent part time messenger or against permanent and regular vacancy. Therefore, there is no question of his regularization arises. He had relied upon the copy of the detail of the wages paid of the daily basis to the workman.

8. Counsel of the workman has argued, stating that management witness in cross-examination has admitted that **Ex. WW1/7** i.e. letter written by the Branch Manager to the Assistant General Manager, Dehradun wherein the recommendation was made for regularization of the claimant along with two other persons and he submitted that workman has been continuously working since 1999 up to 2014. He further submitted that in **Ex. WW1/5** where the Branch Manager has also written a letter addressed to the Regional Manager wherein he has stated that the branch was opened on 29.01.1999 and there was no subordinate staff posted at the branch since its inception and there are three boys working as fulltime daily wages since inception of the branch who are used to do for messenger work. He further submitted that he has also placed on record, details of the payment through cheques made to Balram from 2009 to March 2014. He submitted that all the evidences are unrebutted and uncontroverted. Respondent had not denied that the claimant had never worked.

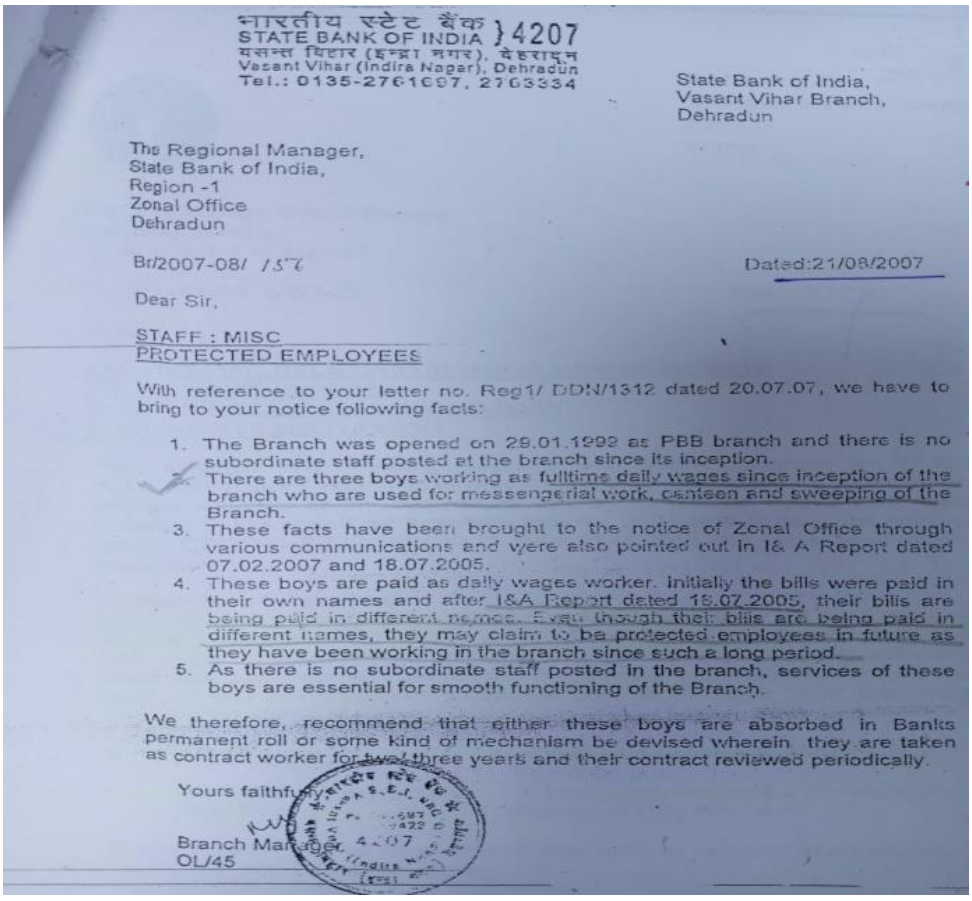
9. Per contra, respondent argument revolves around the fact that the claimant is a daily wager as it has been admitted by him in the claim statement as well as his evidence and no right has been accrued in favour of the claimant being a daily wager. As and when, the service of the workman is required, he was called and accordingly wages were paid.

10. The management further relied on the judgment Of Hon'ble Supreme Court of India dated 10.04.2006 in **State of Karnataka vs. Uma Devi and Ors., Civil Appeal Nos. 3595-3612 of 1999**, wherein back door entry into public employment was specifically barred.

11. I have heard the argument by both the parties, perused the record and analyzed the evidence. Argument of the counsel for the management that the judgment of *Uma Devi* passed by Hon'ble Supreme Court of India on 10.04.2006 is applicable in the present case wherein the backdoor entry into public employment was specifically barred is not tenable because firstly, it has not been given in the contest of the industrial law. Secondly, in the recent judgment delivered by the Hon'ble Supreme Court of India in the **case of *Shripal & Anr. vs. Nagar Nigam, Ghaziabad (Civil Appeal No. 8157 of 2024)***, the court explicitly held that:

> *The principle of 'equal pay for equal work' cannot be disregarded when workers have performed perennial duties under the direct supervision of the employer... Uma Devi cannot be used as a shield to justify exploitative employment practices that persist for years without legitimate recruitment processes.*

12. Now, come to the issue no. 1, "whether the management of SBI is wrong and denying the continuation of Sh. Balram's service and done against the provisions of law". Workman has relied upon the documents as Ex. WW1/5, WW1/6, WW1/7, WW1/8 and WW1/9 in order to prove that he was the employee since 1999. The contents of documents Ex. WW1/5, WW1/6 & WW1/7 are required to be produced and pasted herein:



भारतीय स्टेट बैंक } 4207
STATE BANK OF INDIA
वसन्त विहार (इन्द्रा नगर), देहरादून
Vasant Vihar (Indira Nagar), Dehradun
Tel.: 0135-2761697, 2763334

State Bank of India,
Vasant Vihar Branch,
Dehradun

The Regional Manager,
State Bank of India,
Region -1
Zonal Office
Dehradun

Br/2007-08/ /57 Dated:21/08/2007

Dear Sir,

STAFF : MISC
PROTECTED EMPLOYEES

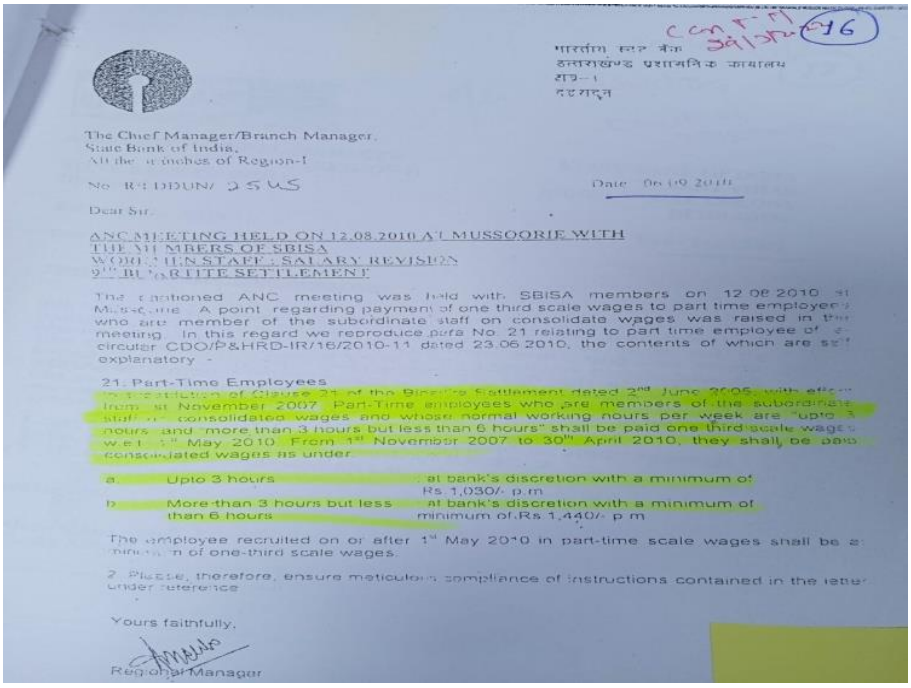
With reference to your letter no. Reg1/ DDN/1312 dated 20.07.07, we have to bring to your notice following facts:

1. The Branch was opened on 29.01.1999 as PBB branch and there is no subordinate staff posted at the branch since its inception.
2. There are three boys working as fulltime daily wages since inception of the branch who are used for messengerial work, canteen and sweeping of the Branch.
3. These facts have been brought to the notice of Zonal Office through various communications and were also pointed out in I& A Report dated 07.02.2007 and 18.07.2005.
4. These boys are paid as daily wages worker. Initially the bills were paid in their own names and after I&A Report dated 18.07.2005, their bills are being paid in different names. Even though their bills are being paid in different names, they may claim to be protected employees in future as they have been working in the branch since such a long period.
5. As there is no subordinate staff posted in the branch, services of these boys are essential for smooth functioning of the Branch.

We therefore, recommend that either these boys are absorbed in Banks permanent roll or some kind of mechanism be devised wherein they are taken as contract worker for two/ three years and their contract reviewed periodically.

Yours faithfully,

Branch Manager
OU/45



भारतीय स्टेट बैंक
क्षेत्रीय कार्यालय
रीज-I
देहरादून

The Chief Manager/Branch Manager,
State Bank of India,
All the branches of Region-I

No. RO:DDUN/ 2545 Date: 06.09.2010

Dear Sir,

ANC MEETING HELD ON 12.08.2010 AT MUSSOORIE WITH THE MEMBERS OF SBISA
WORKMEN STAFF - SALARY REVISION
9TH BIPARTITE SETTLEMENT

The captioned ANC meeting was held with SBISA members on 12.08.2010 at Mussoorie. A point regarding payment of one third scale wages to part time employees who are member of the subordinate staff on consolidate wages was raised in the meeting. In this regard we reproduce para No. 21 relating to part time employee of circuler CDO/P&HRD-IR/16/2010-11 dated 23.06.2010, the contents of which are self explanatory -

21. Part-Time Employees

In modification of Clause 21 of the Bipartite Settlement dated 2nd June 2005, with effect from 1st November 2007, Part-Time employees who are members of the subordinate staff on consolidated wages and whose normal working hours per week are "upto 3 hours and more than 3 hours but less than 6 hours" shall be paid one third scale wages w.e.f. 1st May 2010. From 1st November 2007 to 30th April 2010, they shall be paid consolidated wages as under:

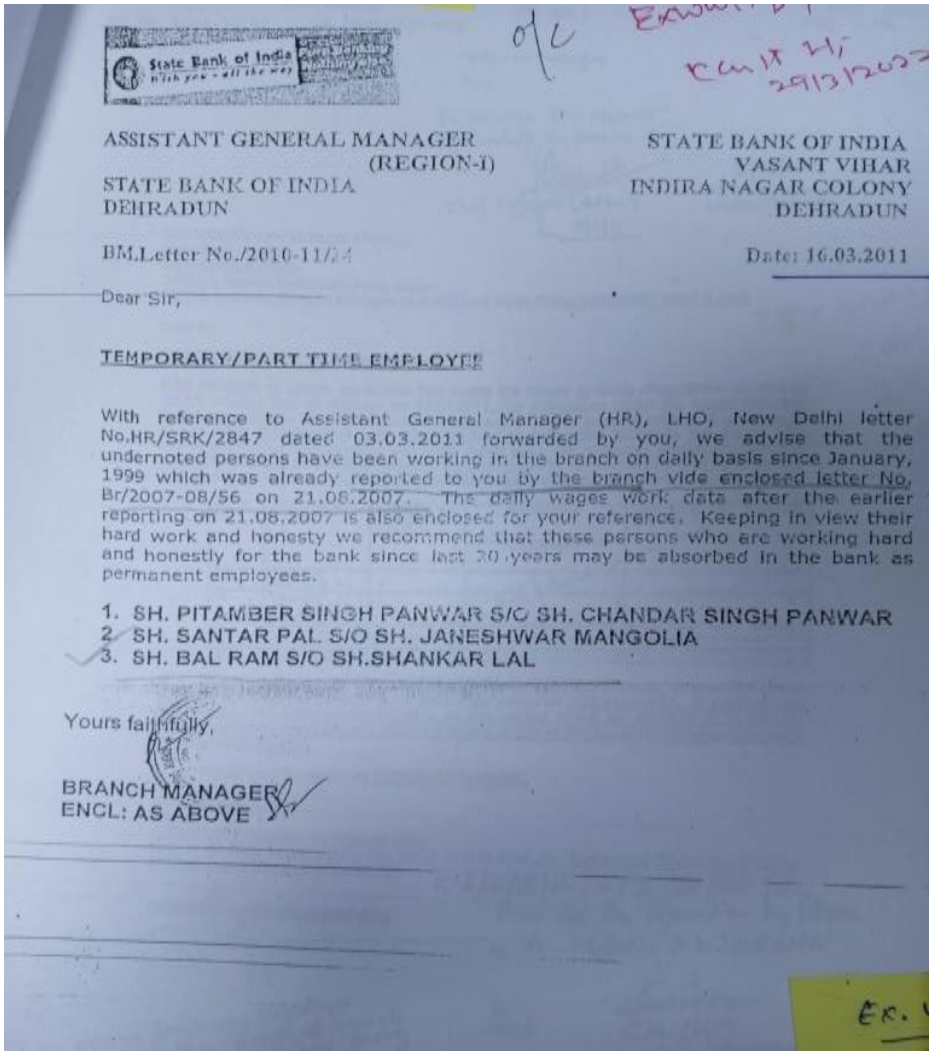
a.	Upto 3 hours	at bank's discretion with a minimum of Rs.1,030/- p.m.
b.	More than 3 hours but less than 6 hours	at bank's discretion with a minimum of minimum of Rs.1,440/- p.m.

The employee recruited on or after 1st May 2010 in part-time scale wages shall be entitled to payment of one-third scale wages.

2. Please, therefore, ensure meticulous compliance of instructions contained in the letter under reference.

Yours faithfully,

Regional Manager



State Bank of India

ASSISTANT GENERAL MANAGER
(REGION-I)
STATE BANK OF INDIA
DEHRADUN

STATE BANK OF INDIA
VASANT VIHAR
INDIRA NAGAR COLONY
DEHRADUN

BM.Letter No./2010-11/

Date: 16.03.2011

Dear Sir,

TEMPORARY/PART TIME EMPLOYEE

With reference to Assistant General Manager (HR), LHO, New Delhi letter No.HR/SRK/2847 dated 03.03.2011 forwarded by you, we advise that the undernoted persons have been working in the branch on daily basis since January, 1999 which was already reported to you by the branch vide enclosed letter No. Br/2007-08/56 on 21.08.2007. The daily wages work data after the earlier reporting on 21.08.2007 is also enclosed for your reference. Keeping in view their hard work and honesty we recommend that these persons who are working hard and honestly for the bank since last 10 years may be absorbed in the bank as permanent employees.

1. SH. PITAMBER SINGH PANWAR S/O SH. CHANDAR SINGH PANWAR
2. SH. SANTAR PAL S/O SH. JANESHWAR MANGOLIA
3. SH. BAL RAM S/O SH.SHANKAR LAL

Yours faithfully,

BRANCH MANAGER
ENCL: AS ABOVE

13. The document Ex. WW1/5 stated that the branch was opened on 29.01.1999 as PBB branch and there was no subordinate staff posted at the branch. There were three boys working as fulltime daily wages since inception of the branch who used for messengerial work, canteen and sweeping of the branch. The above said letter has been addressed to the Regional Manager by the concerned Branch Manager. The document Ex. WW1/6 supports the fact that there were three employees working there. The document Ex. WW1/7 states the name of the three workers

including the workman who was working since long as daily wager employee. Even, Ex. WW1/9 also mentioned the name of the claimant working as Sweeper at the rate of Rs. 135/- per day from 01.04.1999. Therefore, the contention of the management that the workman has not been working there since 01.04.1999 is wrong.

14. Management denied that the workman has not been working in the bank since 01.04.1999. It does not mean that he did not work in the bank. From the preponderance of various documents placed on record reveals that the workman has been doing the work since 1999 which was perennial in nature. Continuously employing the workman on casual basis amount to an unfair labour practice and it cannot be allowed.

15. In these circumstances discussed above, it has been held that the management of the SBI is wrong in denying the continuation of Sh. Balram's service and done against the condition prescribed U/s 25-F of the I.D Act while discontinuing his services as it has not given one month notice or in lieu of the notice pay and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service. Hence, issue no. 1 goes in favor of the workman and against the management.

16. Now, come to the issue no. 2, "If so what relief the workman is entitled to and from which date and what steps should be taken by the SBI management to reinstate him with specific benefits". As a general rule when his termination is declared illegal, the appropriate relief is **reinstatement with full back wages**.

17. In the present case, workman did the job of sweeper/messenger for 15 years. Therefore, the reinstatement with full back wages is only option available to be followed. Hence, management is directed to reinstate the workman in class 4th service of the bank as Sweeper or whatsoever name it would have to be given. So far so, the regard of the back wages is concerned instead of computing the back wages and retrenchment compensation, management bank is directed to pay the consolidated amount of Rs. 3,00,000/- in lieu of the back wages and retrenchment compensation. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D Act, 1947.

ATUL KUMAR GARG, Presiding Officer

Date: 30.06.2025

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1442.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल ऑफिसर कमांडिंग के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **गुवाहाटी** के पंचाट (14/2021) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी-I)-93]

सलोनी, उप निदेशक

New Delhi, the 30th July, 2025

S.O. 1442.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.14/2021*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of General Officer Commanding and their workmen.

[No. L-12025/01/2025– IR(B-I)-93]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Shri Ananda Kumar Mukherjee.

Presiding Officer/Link Officer,

CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 14 of 2021.

PARTIES: Smt. Rumi Khatun, House No.230, Satgaon, PO & PS- Satgaon, Sub-division,

Guwahati, Kamrup Metro, Assam, Guwahati-781027.

…… Workman/Applicant.

-Vrs-

The Management of GOC, HQ 51, Sub-Area, C/o – 99 APO, Satgaon, Guwahati-781027 and The Proprietor, M/s Loknath Builders, Railway Bazar, P.O.- Alipurduar Junction , Dist- Alipurduar, West Bengal-736123.

….OP/Management.

REPRESENTATIVES:

For the Workman : None

For the Contractor : None

For the Management. : None.

INDUSTRY : General Officer Commanding (GOC), HQ.

STATE : Assam.

Date of Award : 16/06/2025.

AWARD

On call at 2.20 p.m. none appeared. Case is specially fixed up today during special campaign for disposal of old cases. Notices were issued to the parties under registered post for appearance, filing of affidavit-in-chief and hearing. Notice sent to Rumi Khatun has been returned unserved with postal report "addressee not traceable".

Sri Gautam Phukan, Ld. Advocate filed petition on behalf of M/s Loknath Builders the Contractor firm praying for supply of Written Statement and affidavit-in-chief. Learned advocate is not found available on call. Petition is not moved. It appears that the petition has been filed after nearly four years. Same is considered and rejected.

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, Ministry of Labour and Employment has referred the schedule dispute to this Tribunal through the Deputy Chief Labour Commissioner (Central), Guwahati, by Order **No. G/R. 8(06)/2021-Dy.CLC(C)-Samadhan** dated 20-07-2021 for adjudication.

SCHEDULE

'Whether the oral termination of services of Smt. Rumi Khatun, Ex- Sweeper-cum-Cleaner/Contract Labour employed by the management of the GOC, HQ, 51 Sub-Area, through the Contractor, M/S Loknath Builders w.e.f. 16-11-2020 and non-payment of wages for July and August 2020 and denial of bonus for the years 2017, 2018, 2019 are legal and justified? If not, to what relief the workman is entitled?'

The Written Statement has been filed by Rumi Khatun on 28-09-2021 but the same was incorporated in the record on 04-10-2021. Management filed their Written Statement on 26-10-2021.

The claim of the aggrieved employee is that she was terminated from service on 16-11-2020 without any notice and for non payment of wages for July,2020 and August,2020 and non payment of bonus for the year 2017, 2018, and 2019. The case was fixed up for evidence on 25-11-2021, 18-08-2022, 07-11-2022, 17-01-2023, 14-03-2023, 19-05-2023, 07-06-2023, 10-08-2023 19-11-2024, 13-02-2025, 10-03-2025 and on 11 dates there after but the employee did not take any steps nor filed any evidence in chief in support of her claim. I find from the record that ample opportunities have been extended to the aggrieved workman but she failed to establish her case. It would be futile to grant further time to the parties as no purpose would be served by adjourning the case.

Hence,

ORDERED

The Industrial Dispute is therefore dismissed for non-prosecution. Let a no dispute award be drawn up. Copies of the Award in duplicate be sent to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer

नई दिल्ली, 31 जुलाई, 2025

का.आ. 1443.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 1 के पंचाट (34/1997) प्रकाशित करती है।

[सं. एल-12012/60/1996-आईआर(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 31st July, 2025

S.O. 1443.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.34/1997*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/60/1996– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/34 of 1997

Parties: Employers in relation to the management of

Central Bank of India

And

Their workmen

Appearances:

For the first party Management	:	Mr.Lancy D'souza, Adv.
		Mrs.Deepika Agrawal, Adv
For the second party workman	:	None present.
State	:	Maharashtra

Mumbai, dated the 26th day of June, 2025

AWARD

1. The present reference has been made by the Central Government by its order dated 12.05.1997 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

   "Whether the action of the management of Central Bank of India, Regional Office, Pune in terminating the services of Shri Deoram S.Wayal, ex-Clerk w.e.f. 26.2.1994 is legal and justified? If not, to what relief the said workman is entitled?

2. On 10.03.2025, when the matter was taken up for hearing, Mr.Lancy D'souza, learned counsel for the management filed an application stating that a settlement has taken place between the management and the workman that Rs.10,00,000/- (Rupees Ten Lakhs only) will be paid to the workman and the matter may be disposed of.

3. Accordingly on 18.6.2025, Mrs.Deepika Agrawal, learned counsel for the management has filed a copy of the settlement along with Xerox copy of Demand Draft No. 300964 dated 19.04.2025 issued to the workman along with postal receipt.

4. Mr.Lancy D'souza state that in view of the Settlement dated 20th May, 2025 arrived at between the parties, the dispute forming the subject-matter of the Reference no longer survives.

5. In view of the filing of settlement along with Xerox copy of Demand Draft No.300964 and postal receipt and in view of the statement made by Mr.Lancy D'Souza, learned counsel for the management it is evident that the dispute which was referred to this Tribunal in the above Reference no longer survives.

6. In view of the above, the Reference is answered by stating that the dispute forming the subject-matter of the Reference no longer survives.

7. Award is passed accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1444.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मोरमुगाओ पोर्ट ट्रस्ट के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 1 के पंचाट (42/2000) प्रकाशित करती है।

[सं. एल-36012/1/2000-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1444.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 42/2000*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Mormugao Port Trust and their workmen.

[No. L-36012/1/2000– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

CAMP COURT ; GOA

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO. CGIT-42/2000

Employers in relation to the management of

Mormugao Port Trust

And

Their workmen

Appearances:

For the management : Ms. Divyashri Shanbag, Adv.

For the workman : Absent

Goa, dated the 22nd day of May, 2025.

AWARD

This is a reference made by Central Government in exercise of its power under clause (d) of sub section (1) and sub section 2(A) of section 10 of the Industrial Disputes Act 1947 (the Act for short) for adjudicating upon the industrial dispute (the workman for short) between Lalji R.Yadav, Gang Worker No.21-F and Marmugao Port Trust (the employer for short) which retired him from service w.e.f.31/5/2000. The terms of reference are as follows:

> "*Whether the action of the management of Mormugao Port Trust (Cargo Handling Labour Department) Goa proposing to retire Sh. Lalji R.Yadav, Gang Worker No.21-F from the service w.e.f.31st May 2000 is legal and justified? If not, to what relief the workman is entitled for?"*

In response to the said reference, workman Shri Lalji Yadav was registered as a gang workers on or about 24/4/1965 by Madgaon Dock Labour Board and association of stevedores.

At the time of entering into services the date of birth which is recorded in the registration form was 25years and he has put his thumb impression on the registration form.

In the said capacity he has worked with the first respondent i.e. Mormugao port trust and intimately his date of retirement was 31.5.1998 which was subsequent raised to 31.5.2020 because the age of retirement was raised by the first respondent from 58 years to 60 years.

For the first time on 22.6.1999 workman Shri Lalji Yadav submitted a representation that in his school leaving certificate dated 14.5.1999 his date of birth was recorded as 6.1.1947. However, the said representation was not decided by the first respondent/Mormugao Port trust and he was retired from service after attaining the age of 60 years on 31.5.2000 on the basis of the registration form which was initially filled up by the workman while entering into the services.

In view of the said factual background, LaljiYadav through his Union .M.W.Workers Union raised an industrial dispute and on 18.8.2000 the appropriate government has referred this dispute to this Tribunal for adjudication

> *"Whether the action of the management of Mormugao Port Trust (Cargo Handling Labour Department) Goa proposing to retire Sh. Lalji R.Yadav, Gang Worker No.21-F from the service w.e.f.31st May 2000 is legal and justified? If not, to what relief the workman is entitled for?"*

Accordingly present ID case (Ref.No.CGIT-1/42 of 2000) registered before this Tribunal. On 29.4.2004, this Tribunal has passed an Award.

The workman in his statement of claim stated as follows:

He has registered as a Gang worker on or about 24/4/1965 by Mormugao Dock Labour Board an association of Stevedores. He was required to put his thumb mark on the registration form which was in English. He was not told that at time of Registration that his age was recorded as 25 in Registration form. According to his school leaving certificated dated 14.5.1999 his date of birth was 6/1/1947. Therefore, he was retire much below the age of 60 years on 31/5/2000. It was alleged that Murmogao Dock Labour Board merged into Mormugao Port Trust as per settlement dated 4.2.1998 not 1.4.1998. Since the entry was incorrect and therefore a dispute was raised by Union on behalf of the workman. It was disputed that Murmogao Port Employees (superannuation and age of retirement) Regulations 1974 (the Regulation for short) applied to the workman for the reason he was not the employee of employer from the very beginning. It was stated two workmen i.e. Bind Srikant Sompthi and J.Pal had got their date of birth corrected after 17 years. It was alleged that workman became the employee of the employer from 1.4.1998. Therefore the school certificate submitted by the workman should have been accepted.

The employer stated that reference is bad. Strangely, it was pleaded that workman had not raised the dispute before retirement. It was stated initial date of retirement of workman was 31.5.1998. Subsequently, it became to be 31/5/2000 because the age of retirement was raised by two years from 58 years to 60. It was submitted that workman had raised the question of his age by representation dated 22.6.1999. The representation was rejected by letter dated 2.7.1999. The Industrial dispute was raised by the workman on 19.8.1999. The workman was made to retire on 31.5.2000. The reference order is dated 18.8.2000. It was further submitted that workman was retired w.e.f.31.5.2000. The reference order is dated 18.8.2000. It was further submitted that workman was retired w.e.f. 31.5.2000 on the basis of the entry in Registration form on 1.5.1965. The demand of the workman was an after thought because he had already stated his age to 25 without furnishing any proof. It was accepted by Murmogao Dock Labour Board. The employer relied upon the Regulations for stating that declaration made by the workman had become final. It was alleged that workman was employed with the Board since 1963. His declaration was made in 1965. It was submitted that the workman could not reach 10 ears on the date of his appointment in accordance with the school certificate submitted by him. It was submitted that school certificate dated 14.5.1999 was in respect of 5th class. The workman could not get certificate of 5th class. The workman could not get 5th class in three years study. He could not have passed 5th standard in three academic years. Therefore, the certificate was liable to be rejected.

The workman examined himself on affidavit in support of his case and closed his case after cross examination. Shri G.P.Naik as its witness on affidavit. He was cross examined. The employer closed its case.

This tribunal finds no merit in the contention that this tribunal had no jurisdiction to decide the dispute. The age of superannuation was raised to 60 years. The workman was retired by employer on 31.5.2000. Therefore, after raising the dispute and failure of conciliation retirement of workman shall not take away the jurisdiction of the tribunal. At time of raising dispute, it was proposed to retire the workman. The retirement of workman by itself does not end the dispute as the workman that he is entitled to remain in service till 2007.

The workman stated in his evidence that he was appointed in the year 1965. On the other hand Girish Naik stated in his affidavit that the workman was appointed by the Murmogao Dock Labour Board in the year 1963. Girish P.Naik was not in service of the employer, therefore, he could not know personally if the workman was appointed in the year 1963. Girish Naik has not filed any documentary evidence in support of his claim. The evidence of workman is accepted because the management itself has produced the Registration Form No.1218. It bears the date as 24.5.1965. Therefore, at the time of joining the Dock Labour Board the workman was aged 18 years and not 16 years as per certificate submitted by him. There is no evidence led to rebut the claim of the workman that he was not told that by age was shown as 25 years. The workman's version is accepted. The next question is that workman was required to raise a dispute in the year 1982. The witness for the employer admitted that he could not say if the workman was individually informed regarding the fact that his date of retirement shall be fixed on the basis of his declaration in the year 1965. It is therefore, held that no notice was served on the workman. This witness could not say about the affixture of general notice on the Board personally as he was not employed by the Murmogao Dock Workers' Board.

There is no evidence to support the case of the employer. Therefore, the workman's evidence is accepted that he was not made aware that he was required to make representation regarding the date of his birth. It is not disputed that workman had made his representation on 22.6.1999 when he was still in service. His representation was rejected on 2.7.1999. We required to find out if the order or rejection was good and valid. It is apparent that the Regulation would not be operative in case of the workman from 1965. He was not employee of Trust. Moreover, the Regulations of 1974 were not in force in 1965. It is also clear from order dated 2.7.1999 that representation of the workman was rejected on the ground that according to Govt. Rules, the employee should change the date of his birth within five years of his recruitment. Therefore, the representation dated 22.6.1999 was rejected. In this case the claim was made within five years of date the workman joined the Trust. In the opinion of his Tribunal that there was no ejection of claim of the workman on merits. He was not given any opportunity to prove his assertion his date of birth was 6.1.1947. In fact the regulations would not apply as the workman had joined in the year 1965 the services of Murmogao Dock Labour Board and at that time he was not employee of the workman should have raised the dispute within five years of entering into the service of employer he had done so because he would be deemed in the service of the employer from 1.4.1998.

At time the industrial dispute was raised the workman was in service. The workman was seeking an opportunity to prove that his retiral age be determined on the basis of his representation which was based on the school certificate dated 14.5.1999. The employer has not determined the dispute on wrong notion that dispute could not be decided therefore, this Tribunal gives an award in favour of the workman by setting aside the order of retirement with effect from 31.5.2000. The workman shall be deemed to be in service from 1.6.2000. He shall also get all the consequential benefits from the date of his retirement. The employer shall give him an opportunity of hearing and determine his age in accordance with law. The employer shall hold the enquiry within three months from the date of receipt of the copy of award. The workman shall continue in service till the case is decided on merits. Thereafter, the question of continuity of his service shall abide the results of the enquiry. The employer shall make necessary adjustments in the monetary benefits to the workman in accordance with the result of final order in the enquiry. Accordingly, this reference is answered in the aforesaid terms."

Aggrieved by the award dated 29.4.2004, Board of Trustees of the Port of Mormagao filed a W.P.No.531 of 2024, The Board of Trustees of the Port of Mormugao, a body corporate constituted under the Major Port Trust Act, 1963 having its office at Headland, Sada Goa…..Petitioner vs.

1. The Vice-President, The Marmagoa Waterfront Workers Union, P.O. No.90, Mukund Building, IInd Floor, Vasco-da-gama Goa.

2. Shri Justice S.C.Pandey, Presiding Officer, central Govt. Industrial Tribunal No.1, 1at floor, Sharam Raksha Bhavan, Shivsrushti Road, Opp. Priyadarshini, Off Eastern Highway, Sion, Mumbai - 400022.

Hon'ble Bombay High Court at Goa by judgement and order dated 14.1.2013 allowed the said :

9."I have duly considered the submissions of the learned counsel appearing for the respective parties and I have also gone through the records and the proceedings with the assistance of the learned counsels. I have also perused the judgments relied upon by the learned counsel appearing for the parties in support of their rival contentions.

10. With regard to the first contention of Shri Nadkarni, learned counsel appearing for the petitioner to the effect that in view of the fact that the concerned workman became the employee of the petitioner's Board only in the year 1998 pursuant to the Clause 4(1)(e) of the Dock Workers (Regulation of Employment) Inapplicability to Major Ports) Act, 1997, the provision of FR 56 would be applicable from the year 1965 cannot be accepted. The learned Tribunal whilst passing the impugned award has come to the conclusion that the said Act of 1997 came to be applicable to the concerned workman in the year 1998, the question of filing application on the basis of Note 5 of the FR 56 and that the period of five years of filing such application was from the year 1965 when the concerned workman joined the services cannot be accepted. The learned Tribunal was as such justified to come to the conclusion that FR 56 can be said to be applicable to the concerned workman only when it was made applicable to him and as such an application could be filed within the time prescribed in Note 5 of FR 56. Hence, the first contention of Shri Nadkarni, the learned counsel appearing for the petitioner with that regard deserves to be rejected.

11. With regard to the second contention of Shri Nadkarni, the learned counsel appearing for the petitioner that even assuming the said time prescribed, suchapplication is to be filed within a reasonable time, I find that such aspect in any event would have to be considered only in case there is a definite finding as to when FR 56 is applicable or not to the concerned workman. Shri Sardessai, learnedcounsel appearing for the respondent no.1/Union is justified to contend that the period as to whether the application has been filed within the reasonable time would have to be considered in the light of the averments of the respondentsstating the reason which precluded the concerned workman to file such application so belatedly. This aspect only would have to be otherwise considered by the authorities when the application filed by the concerned workman would be decided on merits. At this stage, the said contention cannot be appreciated unless the authorities go into such aspect.

12. The only contention which now remains to be considered of Shri Nadkarni is whether the concerned workman is an employee of the Dock Labour Board and assuch FR 56 was applicable since 1965 when the workers ofStevedores Association were absorbed as employees of the Dock Labour Board. The learned counsel has taken me through Clause 37 of the Scheme and pointed out that as per the said Clause, such workmen are deemed to be employees of the Dock Labour Board. The learned counsel has also taken me through the statement of claim put forward by the concerned workman before the learned Tribunal wherein according to him there is a categorical admission to the effectthat the concerned workman is an employee of the Dock Labour Board. Shri Sardessai, learned counsel appearing for the respondent no.1 has strongly disputed the said contention. The learned counsel has pointed out that the fact as to whether the concerned workman is an employee of the Dock Labour Board would have to be considered in the light of the Scheme of 1965. The learned counsel further pointed out that according to him there is no admission that the concerned workman is an employee of the Dock Labour Board. But on the contrary, it is his contention that the averment in the statement of claim is that the concerned workman was employed with the Dock Labour Board and as such cannot be considered to be an employee of the Dock Labour Board. Taking note of the fact that this contention of Shri Nadkarni was not raised before the learned Tribunal, I find that this aspect would have to be considered by the learned Tribunal after hearing the parties afresh on its own merits. Shri Sardesai, learned counsel appearing for the respondent no.1/Union has pointed out that in view of the judgment of the Apex Court in the case of Vizagapatam Dock Labour Board (supra) there is a specific finding to the effect that as per the Scheme of Vizagapatam Dock Labour Board, the Apex Court has come to the conclusion that such workmen are not the employees of the Dock Labour Board. No doubt, such findings appear to have been arrived at by the Apex Court but nevertheless, Shri Nadkarni, learned counsel has submitted that the facts in the said case are different from the facts in the present case. Shri Sardessai, learned counsel has made an attempt to bring the Scheme of Vizagapatam Dock Labour Board which was not available. Considering the said aspect, the learned Tribunal would have to be reconsidered whether the judgment of the Apex Court in the case of Vizagapatam Dock Labour Board (supra) would be applicable to the facts of the present case by considering the Scheme applicable to the concerned workman in the present case. This aspect would have to be dealt with by the learned Tribunal afresh after hearing the parties in accordance with law. Merely because there is an averment in the statement of claim and the rejoinder filed by the concerned workman to the effect that he is a workman of the Dock Labour Board by itself cannot bind the Court to come to the conclusion that the concerned workman is an employee of the Dock Labour Board. The learned Tribunal would have to assess the claim and other material adduced by both the parties and ascertain as to whether the concerned workman can be treated to be an employee of the Dock Labour Board. As there is no sufficient material for this Court to assess the said aspect, I find it appropriate that the learned Tribunal should decide the said aspect afresh after hearing the parties in accordance with law. At this stage, Shri Nadkarni, learned counsel appearing for the petitioner has pointed out that the petitioner may be permitted to produce further evidence in support of such contention, if required. Shri Sardessai, the learned counsel appearing for the respondent no.1 has pointed out that the learned Tribunal has to decide the matter on the basis of the material which is already on record.

Hence, in case the petitioner wants to adduce any further evidence, liberty is given to the petitioner to file an appropriate application with that regard and in case such application is filed, the learned Tribunal would have to decide such application after hearing the parties in accordance with law. No doubt, if any such leave is granted, the respondent no.1 would be entitled to lead evidence in rebuttal.

13. Another contention raised by Shri Sardessai, learned counsel appearing for the respondent no.1 is that even assuming the concerned workman is an employee of the Dock Labour Board, FR 56 would not be applicable as according to him the concerned workman cannot be considered to be a civil servant. This aspect will have to be dealt with by the learned Tribunal after hearing the parties in accordance with law. This aspect is also left open to be decided by the learned Tribunal.

14. In view of the above, I pass the following :

ORDER

(i) The impugned award dated 29.04.2004 shall stand modified to the extent of the remandas directed herein above.

(ii) The learned Tribunal shall pass a fresh award after the matter is decided in the light of the observations made herein above in accordance with law.

(iii) The learned Tribunal may dispose of such reference as expeditiously as possible and preferably within six months from the date of the receipt of this order.

(iv) Rule is made absolute in above terms.

(v) The petition stands disposed of accordingly. In view of the said factual background the present case has came up for consideration before this Tribunal.

Inspite of notice, none appeared on behalf of the workman Mr.Lalji Yadav,.

Heard Divyashri Shanbag, counsel for the first party management and perused the record as well as the judgment passed by this Tribunal dated 29.4.2004 and by the Hon’ble High Court, Goa dated 14.1.2013, it would be

appropriate to have a glance to the position of law in respect of date of retirement of a person point in dispute in the present case.

In this regard Hon'ble Apex Court in the case of M/s. Bharat Coking Coal Limited vs Shyam Kishore Singh reported in AIR 2020 Supreme Court 940, relevant paragraph quoted herein below.

[8] This Court has consistently held that the request for change of the date of birth in theservice records at the fag end of service is not sustainable. The learned AdditionalSolicitor General has in that regard relied on the decision in the case of State ofMaharashtra and Anr. vs. Gorakhnath Sitaram Kamble & Ors., 2010 14 SCC 423 wherein a series of the earlier decisions of this Court were taken note and was held as hereunder:

"16. The learned counsel for the appellant has placed reliance on the judgment of this Court in U.P. Madhyamik Shiksha Parishad v. Raj Kumar Agnihotri, 2005 11 SCC 465 [: 2006 SCC (L&S) 96] . In this case, this Court has considered a number of judgments of this Court and observed that the grievance as to the date of birth in the service record should not be permitted at the fag end of the service career.

17. In another judgment in State of Uttaranchal v. Pitamber Dutt Semwal, 2005 11 SCC 477 [: 2006 SCC (L&S) 106] relief was denied to the government employee on the ground that he sought correction in the service record after nearly 30 years of service. While setting aside the judgment of the High Court, this Court observed that the High Court ought not to have interfered with the decision after almost three decades.

19. These decisions lead to a different dimension of the case that correction at the fag end would be at the cost of a large number of employees, therefore, any correction at the fag end must be discouraged by the court. The relevant portion of the judgment in Home Deptt.v. R. Kirubakaran, 1994 Supp1 SCC 155 [: 1994 SCC (L&S) 449 : (1994) 26 ATC 828] reads as under: (SCC pp. 158- 59, para 7)

"7. An application for correction of the date of birth by a public servantcannot be entertained at the fag end of his service]. It need not be pointedout that any such direction for correction of the date of birth of the publicservant concerned has a chain reaction, inasmuch as others waiting foryears, below him for their respective promotions are affected in this process.Some are likely to suffer irreparable injury, inasmuch as, because of the correction of the date of birth, the officer concerned, continues in office, insome cases for years, within which time many officers who are below him inseniority waiting for their promotion, may lose their promotion forever.

According to us, this is an important aspect, which cannot be lost sight of bythe court or the tribunal while examining the grievance of a public servant inrespect of correction of his date of birth. As such, unless a clear case on thebasis of materials which can be held to be conclusive in nature, is made outby the respondent, the court or the tribunal should not issue a direction, onthe basis of materials which make such claim only plausible. Before any such direction is issued, the court or the tribunal must be fully satisfied thatthere has been real injustice to the person concerned and his claim forcorrection of date of birth has been made in accordance with the procedureprescribed, and within the time fixed by any rule or order. . the onus is onthe applicant to prove the wrong recording of his date of birth, in his service book."

[9] This Court in fact has also held that even if there is good evidence to establish that the recorded date of birth is erroneous, the correction cannot be claimed as a matter of right. In that regard, in State of M.P. vs. Premlal Shrivas, 2011 9 SCC 664 it is held as hereunder;

"8. It needs to be emphasised that in matters involving correction of date of birth of a government servant, particularly on the eve of his superannuation or at the fag end of his career, the court or the tribunal has to be circumspect, cautious and careful while issuing direction for correction of date of birth, recorded in the service book at the time of entry into any government service. Unless the court or the tribunal is fully satisfied on the basis of the irrefutable proof relating to his date of birth and that such a claim is made in accordance with the procedure prescribed or as per the consistent procedure adopted by the department concerned, as the case may be, and a real injustice has been caused to the person concerned, the court or the tribunal should be loath to issue a direction for correction of the service book. Time and again this Court has expressed the view that if a government servant makes a request for correction of the recorded date of birth after lapse of a long time of his induction into the service, particularly beyond the time fixed by his employer, he cannot claim, as a matter of right, the correction of his date of birth, even if he has good evidence to establish that the recorded date of birth is clearly erroneous. No court or the tribunal can come to the aid of those who sleep over their rights (see Union of India v.Harnam Singh, 1993 2 SCC 162 [: 1993 SCC (L&S) 375 : (1993) 24 ATC 92]).

12. Be that as it may, in our opinion, the delay of over two decades in applying for the correction of date of birth is ex facie fatal to the case of the respondent, notwithstanding the fact that there was no specific rule or order, framed or made, prescribing the period within which such application could be filed. It is trite that even in such a situation such an application should be filed which can be held to be reasonable. The application filed by the respondent 25 years after his induction into service, by no standards, can be held to be reasonable, more so when not a feeble attempt was made to explain the said delay. There is also no substance in the plea of the respondent that since Rule 84 of the M.P. Financial Code does not prescribe the time-limit within which an application is to be filed, the appellants were duty-bound to correct the clerical error in recording of his date of birth in the service book."

[10] The learned Additional Solicitor General has also relied upon the decision of thisCourt in the case of Factory Manager Kirloskar Brothers Ltd. vs. Laxman in SLP (C)Nos.2592-2593/2018 dated 25.04.2019 wherein the belated claim was not entertained.Further reliance is also placed on the decision of this Court in the case of M/s EasternCoalfields Ltd. & Ors. vs. Ram Samugh Yadav & Ors. in C.A.No.7724 of 2011 dated27.05.2019 wherein this Court has held as hereunder: "Nothing is on record that in the year 1987 when the opportunity was given to Respondent No.1, to raise any issue/dispute regarding the service record more particularly his date of birth in the service record, no such issue/dispute was raised. Only one year prior to his superannuation, Respondent No.1 raised the dispute which can be said to be belated dispute and therefore, the learned Single Judge as well as the employer was justified in refusing to accept such an issue.

The Division Bench of the High Court has, therefore, committed a grave error in directing the appellant to correct the date of birth of Respondent No.1 in the service record after number of years and that too when the issue was raised only one year prior to his superannuation and as observed hereinabove no dispute was raised earlier."

[11] The learned counsel for the respondent, on the other hand, has relied upon the decision of this Court relating the very same employer namely, the appellants herein inthe case of Bharat Coking Coal Ltd. & Ors. vs. Chhota Birasa Uranw, 2014 12 SCC 570wherein this Court with reference to the earlier decisions of this Court has upheld theorder of the High Court wherein a direction had been issued to effect the change in thedate of birth. Having perused the same we are of the opinion that the said decisioncannot render assistance to the respondent herein. This is for the reason that in the said

case it was taken note that in 1987 on implementation of the National Coal WageAgreement (iii) was put into operation for stabilising the service records of theemployees and all its employees were provided a chance to identify and rectify thediscrepancies in the service records by providing them a nomination form containingdetails of their service records. In the cited case the respondent (employee) therein had noticed the inconsistencies in the records regarding his date of birth, date ofappointment, father's name and permanent address and availed the opportunity to seekcorrection. Though he had sought for the correction of the errors, the discrepancies were set right but the date of birth and the date of appointment ad however remained unchanged and it is in that view the employee had again raised adispute regarding the same and the judicial remedy was sought wherein the benefit wasextended to him.

[12] On the other hand, in the instant case, as on the date of joining and as also in theyear 1987 when the respondent had an opportunity to fill up the Nomination Form andrectify the defect if any, he had indicated the date of birth as 04.03.1950 and had furtherreiterated the same when Provident Fund Nomination Form was filled in 1998. It is onlyafter more than 30 years from the date of his joining service, for the first time in the year 2009 he had made the representation. Further the respondent did not avail the judicial-remedy immediately thereafter, before retirement. Instead, the respondent retired from service on 31.03.2010 and even thereafter the writ petition was filed only in the year2014, after four years from the date of his retirement. In that circumstance, the indulgence shown to the respondent by the High Court was not justified.

[13] Hence, the order dated 13.10.2017 passed by the learned Single Judge in WP(S)No.6172 of 2014 and the order dated 19.02.2019 passed by the Division Bench in LPANo.115 of 2018 are not sustainable.

[14] In the result, the impugned order is set aside and the appeal is allowed with noorder as to costs. Pending applications if any, shall also stand disposed of.

And in the case of The General Manager, M/s. Barsua Iron Ore..vs. The Vice President United Mines Mazdoor reported on 2024 INSC 264 relevant paragraph quoted herein below.

> 18. *Undoubtedly, a decision on the issue of date of birth is as important for the employer as it is for the employee. Reference in this regard can be made to* Bharat Coking Coal Ltd. v Shib Kumar Dushad, *(2000) 8 SCC 696. As expressed in* Union of India v C Rama Swamy, *(1997) 4 SCC 647, "... the court also ought not to grant any relief even if it is shown that the date of birth, as originally recorded, was incorrect because the candidate concerned had represented a different date of birth to be taken into consideration obviously with a view that that would be to his advantage. ...".*
>
> *19. Moreover, the principles of estoppel would come into play in the present case. The respondent no.3, having stated on 27.12.1972, that his date of birth was 27.12.1948, cannot be permitted to raise the claim of his date of birth being 12.03.1955, that too on 14.08.1982, i.e., almost after a decade (counting from 27.12.1972 to 14.08.1982). Even the STC was submitted after the appellant requested the respondent no.3 for documentary proof on 24.11.1998.*
>
> *20. Although, we have examined the matter from the lens of fraud as well, in view of our discussions hereinabove, the said aspect does not merit deeper probe. We leave it at that. For the present, it would suffice to refer to a pronouncement of recent vintage by this Court in Karnataka Rural Infrastructure Development Limited v T P Nataraja, (2021) 12 SCC 27, where earlier precedents in Home Department v R Kirubakaran, 1994 Supp (1) SCC 155; State of Madhya Pradesh v Premlal Shrivas, (2011) 9 SCC 664; Life Insurance Corporation of India v R Basavaraju, (2016) 15 SCC 781 and Bharat Coking Coal Limited v Shyam Kishore*

Singh, (2020) 3 SCC 411 were considered. Although this Court in T P Nataraja (supra) was looking at the facts therein, in the context of the Karnataka State Servants (Determination of Age) Act, 1974, the principle of law laid down would equally apply insofar as change of date of birth in service records is concerned, with which we concur:

"11. Considering the aforesaid decisions of this Court the law on change of date of birth can be summarised as under:

(i) application for change of date of birth can only be as per the relevant provisions/regulations applicable;

(ii) even if there is cogent evidence, the same cannot be claimed as a matter of right;

(iii) application can be rejected on the ground of delay and laches also more particularly when it is made at the fag-end of service and/or when the employee is about to retire on attaining the age of superannuation."

21. In view of the aforesaid, this Court finds that the much-delayed disclosure of the date of birth as 12.03.1955 by the respondent no.3, coupled with his initial declaration and the admitted position that based on such initial declaration, he had received employment, as otherwise based on 12.03.1955, he could not have been legally appointed due to being under-age, there is no manner of doubt that the respondent no.3, irrespective of his real date of birth, for the purpose of employment under the appellant, cannot be allowed the purported rectification/correction of date of birth to 12.03.1955. He would have to, necessarily, be content with his service and benefits accounted taking his date of birth as 27.12.1948.

22. For reasons aforesaid, the appeal stands allowed. The Award of the CGIT dated 24.01.2018 and the impugned judgment stand set aside. The respondent no.3 is held to have been rightly retired in terms of his date of birth reckoned as 27.12.1948. Needless to state that the further direction to award 50% back wages to the respondent no.3 from the date he was retired till the (notional) superannuation on 31.03.2015, also stands set aside.(paragraph 18 to 22

Reverting to the facts of the present case, it is not in dispute rather admitted between the parties that workman Shri Lalji Yadav was initially engaged/registered as gang worker on or about 24/4/1965 by the Mormugao Dock Labour Board, an association of stevedores. At the time of entering into services in the registration form it was mentioned that he was 25 years old and he put his signature therein. In the said capacity he worked and discharged his duties till he attained the age of 58 years i.e. 31.5.1998. Further, it is not in dispute rather admitted fact that the the first respondent Mormugao Port Trust has enhanced the age of the retirement of its workers working with it from 58 to 60 years.

In view of the said facts, the workers Lalji Yadav even after attaining 58 years on 31.5.1998 continued to work and for the first time on 22.6.1999 he made a representation to the Mormugao Port Trust that in his School Leaving Certificate dated 14.5.1999 his date of birth is recorded as 06.1.1947. So he may be allowed to work and discharge his duties after 31.1.2007 when he attains the age of 60 years. Same was rejected by Mormugao Port Trust vide letter/order dated 2.7.1999 and worker was retired from service on 31.5.2000 after attaining the age of 60 years.

Thereafter the worker has raised the industrial dispute before this Tribunal allowed by Award dated 29.4.2004 challenged by Board of Trustees of the Port of Mormugao by filing W.P.No. 531 of 2004 by the Hon'ble High Court at Panaji by judgement and order dated. 14.1.2014.

Further, the matter is to be decided in view of the direction as given by the Hon'ble High Court of Bombay paragraph12 of the judgment quoted herein above.

From the argument which are raised by the ld. Counsel for the Mormugao Port Trust as well as the material on record admitted position which emerge out that workman Lalji Yadav was initially employed in Mormugao Dock Labour Board and he alongwith the other workers of stevedore association were absorbed with the Mormugao Port Trust as per the scheme formulated for the said purpose. Moreover, Shri Lalji wYaDAV WAS appointed by the MOrmugaon Stevedores Association while he was working at the port of Mormugao on 19.6.1963 and at the time of entering into service by the erstwhile Mormugao Dock Labour Board while registering his name with Murmogao Dock Labour Board he was asked to produce proof of date of birth and at that time and subsequently he declared that his date of birth was 25 years as on 1.5.1965. Thereafter, he was registered as Gang worker on or about on 24..4.1965 with the Mormugao Port Trust and in the registration form he has filled up his age as 25 years on which he has put his thumb impression.

Thus taking into consideration the above facts as the law is laid down by the Hobble Supreme Court on the point and issue as stated herein above and the facts of the present case (that Shri workman Lalji has worked with Mormugao Port trust on the basis of his date of birth recorded as 24.4.1965 and does not raise any dispute till he attained the age of 58 years (31.5.1998) and when the age of superannuation was enhanced by the Mormugao Port Trust in regard to its worker from 58 to 60 years for the first time he made a representation on 22.6.1999 that his date of birth was 6.1.1947 as recorded in his school leaving certificate dated 14.5.1999 so he may be allowed to work and discharge his duties till he attain the age of 60 years I.e. upto 30.5.2000. The same was rejected by letter/order dated 22.7.1999.

As per the catena of judgments on the point in issue namely; Uttranchal v. Pitambar Dutt Semwal (2005) 11 SCC 477, U.P. Madhyamki Shiksha Parishad v. Raj Kumar Agnihotri (2005) 11 SCC465, State of M.P. vs. Premlal Shrivas (2011) 9 SCC 664, etc. it has been held (judgment quoted herein above) **that the grievance as to the date of birth in the service record should not be permitted at the fag end of the service career.**

Thus in view of the above said facts relief as claimed by the workman Lalji Yadav as per the reference dated 8.8.2022 that the management of Mormugao Port Trust (Cargo Handling Department, Goa) may be directed to retire him w.e.f.31.5.2000 cannot be granted.

For the foregoing reasons, workman Shri Lalji R.Yadav is not entitled for any relief.

Accordingly, Claim petition filed by him is dismissed.

From the argument which are raised by the ld. Counsel for the Mormugao Port Trust as well as the material on record admitted position which emerge out that workman Lalji Yadav was initially employed in Mormugao Dock Labour Board and he alongwith the other workers of stevedore association were absorbed with the Mormugao Port Trust as per the scheme formulated for the said purpose. Moreover, Shri Lalji wYaDAV WAS appointed by the MOrmugaon Stevedores Association while he was working at the port of Mormugao on 19.6.1963 and at the time of entering into service by the erstwhile Mormugao Dock Labour Board while registering his name with Murmogao Dock Labour Board he was asked to produce proof of date of birth and at that time and subsequently he declared that his date of birth was 25 years as on 1.5.1965. Thereafter, he was registered as Gang worker on or about on 24..4.1965 with the Mormugao Port Trust and in the registration form he has filled up his age as 25 years on which he has put his thumb impression.

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Thus in view of the above said facts relief as claimed by the workman Lalji Yadav as per the reference dated 8.8.2022 that the management of Mormugao Port Trust (Cargo Handling Department, Goa) may be directed to retire him w.e.f.31.5.2000 cannot be granted.

For the foregoing reasons, workman Shri Lalji R.Yadav is not entitled for any relief.

Accordingly, Claim petition filed by him is dismissed.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1445.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (20/2013) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी- I)-96]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1445.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 20/2013*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025– IR(B-I)-96]
SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/20/2013

Present: P.K.Srivastava

H.J.S.(Retd.)

Narendra Kumar Yadav
S/o Shri S.P. Yadav, Aged 51 years,
R/o 14/273, GhariChowk, Vijay Nagar,
Jabalpur (M.P.)

Workman

Vs

1. **The State Bank of India,**
   Throught: its General Manager,
   Local Head Office, Hoshangabad Road,
   Bhopal.
2. **The Deputy General Manager,**
   (Business and Operation)
   State Bank of India
   Appellate Authority,
   Zonal Office, Vijay Nagar,
   Jabalpur (M.P.)
3. **The Regional Manager,**
   Zone-I, State Bank of India
   (Disciplinary Authority),
   Disciplinary Proceedings Section,
   Administrative Office, Vijay Nagar,
   Jabalpur (M.P.)

Management

(JUDGMENT)

(Passed on this 10th day of July-2025)

The Workman Narendra Kumar Yadav has filed this petition under Section 2A(2&3) of the Industrial Disputes Act, 1947 as amended by Amendment Act of 2010 (in short the 'Act') against his dismissal from service vide order of the Appellate Authority vide his order dated 16.08.2012.

The case of the Applicant Workman is mainly that, he was first appointed as a Messenger on 01.01.1985 with the Bank and was confirmed on 01.07.1985. He was promoted to Clerical Cadre as Assistant Accounts on 18.09.2010 and since then, has been working to the satisfaction of his superiors. He was issued a charge sheet on 05.04.2011 containing allegations of alleged misconduct committed by him in Para 5(B) and Para 5 (J) of the Memorandum of Bipartite Settlement dated 10.04.2002 with the charge that he fraudulently and unauthorizedly received payment in cash as a third party from Single Window without putting his signature overleaf of the withdrawal form from saving Bank Account No. 10238079476 of Hiralal Chouhan (who died on 17.07.2010), total amount of Rs. 90,000/- on different dates i.e. Rs. 5000/- on 20.07.2010, Rs. 45,000/- on 04.08.2010 and Rs. 40,000/- on 11.08.2010.

Also that, he filled up these three withdrawal forms in his own handwriting and forged the signature of the deceased account holder taking undue advantage of his posting in the Branch and received payment in cash as a third party. **Also tha**t, in order to conceal his misconduct, he contacted the son of the deceased account holder Virendra Singh Chouhan and returned the entire amount of Rs. 90,000/- in cash to him which he proved in writing before the Bank.

The enquiry was conducted and after the enquiry, the charges were found proved against the Applicant Workman. He was dismissed by Management vide the impugned order and his appeal was also dismissed by the Appellate Authority.

According to workman, the enquiry was conducted against prescribed procedure and principles of Natural Justice, charges were held wrongly proved and the punishment was disproportionate to the charge.

As pleaded by management, the Departmental Enquiry was conducted lawfully and the Enquiry Officer rightly held the charges proved against the Workman and the punishment is also proportionate to the charge.

On the basis of pleadings, following preliminary issue was framed by my Learned Predecessor vide his order dated 28.07.2017.

"Whether the enquiry conducted against the Workman is proper and legal?"

The Workman filed his affidavit as his examination-in-chief. He was cross-examined by Management. The Management also filed affidavit of its witness as his examination-in-chief, who was cross-examined by the Workman side. The enquiry papers were also filed and proved.

The preliminary issue was answered by my Learned Predecessor vide his order dated 28.07.2017 holding that the enquiry was vitiated in law. The Management was permitted to prove the charge before this Tribunal.

The Management thereafter, filed the affidavits of its witness Praveen Kumar Keer, Rita Ekka and Lata Mary Tirkey as their examination-in-chief. They were cross-examined by Workman side.

The workman filed his affidavit as his examination-in-chief he was cross-examined by Management.

The Workman filed and proved Exhibit W-16 and W-17.

I have heard argument of Learned Counsel for the Applicant Workman Mr. Aditya Ahiwashi and Learned Counsel Mr. Pranay Choubey for Management. I have gone through the record as well.

On perusal of record in the light of rival arguments following issue arises for determination:

1. ***Whether the Management has successfully proved the charge of misconduct before this Tribunal?***
2. ***Subject to proof of charges, what punishment the Workman deserves?***

Issue No. 1 :-

Before entering into any discussion, the preposition of law laid down by the various pronouncements with respect to proof of charges in departmental enquiry requires to be mentioned here.

Following judgments are being referred to in this respect:

The settled proposition of law with respect to proof of charge in a departmental proceeding is that the charge should be proved to the extent of probability only and not beyond reasonable doubt. Following judgments may be referred to in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

Standard of proof in a departmental inquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the Inquiry Officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental inquiry and of prosecution are two different and distinct aspects. Departmental Inquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The inquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under inquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC

425, the distinction between departmental inquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of inquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental inquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental inquiry are different. In the case of departmental inquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental inquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental inquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental inquiry and trial of criminal case. "

Charges have already been detailed earlier.

Management has filed an affidavit of its witness Raj Kumar Singh as his examination-in-chief, but he never turned up for cross-examination. Hence, his affidavit does not have any significance in law against the Applicant Workman. The Management witness Praveen Kumar Keer who happens to be the Chief Manager of the Branch has stated in his affidavit as his examination-in-chief that the Applicant Workman Narendra Kumar Yadav was working as Messenger with the Nayagaon Branch of the Bank in Jabalpur. One Hiralal Chouhan had an account with the Branch whose Account No. was 10238079476. He expired on 17.07.2010. His legal heirs made a complaint on 14.08.2010 that Amount of Rs. 90,000/- has been fraudulently deducted from the Account of Hiralal after his death through withdrawal forms. The account holder was also issued a Debit Card which was not deposited by his legal heirs rather they had withdrawn from the Debit Card of the Account Holder an amount of Rs. 2,20,000/- after his death. After the matter of death came to the knowledge of the Branch on 14.08.2010 when the legal heirs filed a complaint as stated above, the Bank blocked the Debit Card. The witness further states that, on primary investigation it was found that, three withdrawal forms through which the amount was withdrawn from the account of Hiralal Chouhan after his death were filled by the Applicant Workman. Payments with respect to transactions were made by Cashier Rita Ekka working as Assistant and one transaction was made by Cashier Lata Trikey. The signature on these withdrawal forms were not matching with the specimen signature of the account holder. Also, Rita Ekka stated during the enquiry that she made payment of Rs. 5,000/- on 20.07.2010 and Rs. 40,000/- on 01.11.2010 to the person who submitted the withdrawal forms after he was identified to her by the Applicant Workman. The son of the deceased account holder stated that during enquiry the Applicant Workman had refunded to him Rs. 90,000/- and had requested for the withdrawal of the complaint. The legal heirs of the deceased account holder also deposited Rs. 2,20,000/- which they had withdrawn using ATM of the Deceased Account Holder. This witness also states that when the Departmental Enquiry was conducted in which the Applicant Workman did not deny specifically that he had filled in the deposit forms whereas Miss Ekka stated during the enquiry that she made payment when the person claiming himself as Account Holder submitted withdrawal forms was identified by the Applicant Workman. The son of the deceased Account Holder was cross-examined during the enquiry. He stated during the enquiry that he had received back amount of Rs. 90,000/- which the Applicant Workman had returned to him.

In his further examination, this witness filed the application dated 14.08.2010, the complaint made by the legal heirs of the deceased Account Holder, the death certificate of the deceased Account holder and the three withdrawal forms, Account Opening Form all Originals, copy of the passbook and affidavit of the complainant who is son of the deceased Account Holder Shri Virendra Singh.

In his cross-examination this witness admits that he was not posted in the branch during the period 2020 to 2021 in which the incident has said to be occurred. He received the Complaint Letter dated 14.08.2010 from bank Staff. He does not remember the name of the Bank staff who delivered him the remaining documents which he has referred in his further examination-in-chief. He also states that the cashier who passes the amount of withdrawal is under obligation to verify the signature made by the made by the person before him at withdrawal form at the time of receiving the amount and with the signature at the withdrawal form.

The other witness Rita Ekka, has stated in her examination-in-chief that she was posted as Branch Cashier. The Withdrawal form of Rs. 5,000/- and another form of Rs. 40,000/- were produced before him on 20.07.2010 and 11.08.2010 relating to Account No. 10238079476 and the name of the Hiralal verified by her, she found the withdrawal form signature prima facie matching with the specimen signature. On both occasions, the Applicant Workman showed him the person sitting at a distance to be Account Holder and stated that because of his old age, he is not able to fall in line than she handed over the amount on both the occasions to the Applicant Workman who also presented the Passbook before her. She further states that she was also issued a charge sheet in this respect with workman for fraud.

In her cross-examination, she has stated that she made payment on withdrawal forms applications to the persons who had brought their passbooks before her and also after comparing the specimen signature of the account holder in the system with the signature on the withdrawal form. She also states that she made payment to the account holder only and she had made this declaration during the enquiry without any pressure.

It is worth mentioning that this DX-2 is the declaration dated 13.08.2011 made by this witness stating that she made payment to the person with withdrawal form and not to the Applicant Workman that to after confirming the specimen signature in the system with the signature of the withdrawal form as mentioned earlier.

Three witness produced by Management is Assistant Lata Tirkey, she has stated that signature of the drawer on the withdrawal form are checked by the Payment Officer, who compares drawer signature in withdrawal forms with his specimen signature in the system. She has also stated in her cross-examination that on 04.08.2010 the payment of Rs. 45,000/- by her on the basis of withdrawal form was made after the drawer came to the cash window and signed it before her on the back of the Withdrawal form the time of receiving the amount.

She admitted that on the date the transaction have taken place that time there were CCTV in the Bank. She does not know that the recording of the CCTV are checked regularly or not and the recording of the CCTV Cameras are kept in the custody of the Branch Manager. She also stated in her cross-examination that she has signed a declaration without any pressure on 13.08.2011 that is DX-3 which is on record. In this declaration she had stated that she had made payment of Rs. 45,000/- with respect to Account No. 10238079476/- to the presenter of the withdrawal form and not to the Applicant Workman.

The Workman has corroborated with allegations as mentioned above in his affidavit as his examination in chief. He has stated that he was simply a Class 4th Employee who had nothing to do with Cash transactions payments to the Account holders. He is not aware when and in what manner these payments were made by the Cashier. He has been seeking for the CCTV footage with respect to the transaction which were never provided nor produced at any stage. These CCTV footages were base evidences also that he was deputed from 09.08.2010 to 14.08.2010 in the Cleaning House at Vijay Nagar and was not present in the Branch. He remained in the cleaning office throughout the day, the charge against him were that he forged the signature of the Account Holder. No opinion of any Handwriting expert was taken in this respect on any stage. He further states that, his service records is always been spotless and he has performed his duty with full honesty and dignity, due to which he was promoted to the Post of Assistant (Account) by the Management Bank.

In his cross-examination, he stated that some time, he used to fill up the withdrawal forms of Account Holders just to help them that too on their request. He had filed up the Withdrawal forms but he did not forge the signatures of the account holders, he never paid any amount to Virendra Singh Son of the deceased Account Holder as stated by him nor he has stated at any time to withdraw his complain. He has filed and proved permission letter dated 13.11.2010 and as well also proved Exhibit W-17 which shows he was sent to Clearing house at Vijay Nagar on 07.08.2010 and from 09.08.2010 to 14.08.2010 and on 16.08.2010 for which he was paid his expenses, by the Bank.

He has further proved two other papers letters dated 10.11.1953 and 11.07.1956 and 06.10.2003 as Exhibit W-12, W-13 and W-14.

Now coming on the evidences as mentioned above in the light of the settled proposition of law with respect to proof of charges, the allegation of misconduct on him in the departmental enquiry are that Complainant Virendra Singh was the person to stated that the Applicant Workman had paid him an amount of Rs. 90,000/- with a request to withdraw the complaint. An affidavit of this witness was filed during the Departmental proceedings, no opportunity of his cross-examination was given to the Applicant Workman either at the time of the enquiry nor has Management produced him before this Tribunal in support of charge. The three witness cross-examined by Management are not witness of this fact of payment of amount of Rs. 90,000/- by the Applicant Workman to the son of the Deceased Account Holder or with relation to request said to be made by the Applicant Workman to withdraw the complaint. Hence, there is absolutely no evidence with respect to this fact.

As regard to the fact that payments were made by Bank Cashier to the Applicant Workman or on the identification of the Drawer by the Applicant Workman, two cashiers Lata Tirkey and Rita Ekka have subsequently corroborated through memo signed by them and filed during the enquiry that they made payment to the person who was present there with withdrawal form after comparing his signature on the signature book with the signature on the Withdrawal form and after identification of the account holder. These two witnesses stated that they made payment to that person who was identified by the Applicant Workman. Except their statement, there is no other evidence to corroborate this fact. CCTV could have been in the evidence with this respect which were never produced at any stage. **Secondly,** the established process in this respect is after payment is done on the identification of the person signature of the person who identifies the payee is taken on the instrument. This process was not followed in case in hand on three occasions. Also, the documents (Exhibit W-7) which is the application of the Applicant Workman stating that he was in clearing house at Vijay Nagar on 07.08.2010, 09.08.2010 to 14.08.2010 and on 16.08.2010 for which he was paid his expenses also corroborates the case of the Workman that he was not present in the branch on 11.08.2010 which is the date of third alleged transaction of Rs. 45,000/- mentioned in the charge sheet.

This is also unusual that, this fraud was not reported to Police hence there was no occasion for Police to investigate the case. There appears force in the submission of Learned Counsel for Workman that this was done only to save the real culprits.

On the basis of above discussion, testing the evidences as discussed above on the settled parameters as mentioned above, the charges are held not proved.

Issue No. 1 is answered accordingly.

Issue No. 2 –

The following observations of Hon'ble Supreme Court in the case of ***Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya,* (2013) 10 SCC 324** are being reproduced as follows:-

38. The propositions which can be culled out from the aforementioned judgments are:

38.1. In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

38.2. The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.

38.4. The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

38.3. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

38.6. In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] .

38.5. The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a

premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

38.7. The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] , [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court, (1980) 4 SCC 443 : 1981 SCC (L&S) 16] referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.

In the light of findings on Issue No.1 the Applicant Workman is held entitle to be reinstated from the date of his termination of his services and is further entitled to back wages as well in service and post retrial benefits to be paid to him by the Management Bank within 60 days from the date of publication of Award in the Gazette, failing which interest @6% per annum from the date of Award till payment.

Issue No. 2 is answered accordingly.

ORDER

Petition is allowed.

The order of dismissal of the Workman from service dated 24.04.2012 and order of Appellate Authority dated 16.08.2012 are set-aside. Applicant Workman is held entitled to be reinstated from the date of termination of his services. He is further held entitled to back wages and consequential benefits also the in service and post retrial benefits, to be paid to him by the Management Bank within 60 days from the date of publication of Award in the Gazette, failing which interest @6% per annum from the date of Award till payment.

No order as to cost.

DATE:- 10/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1446.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (07/2015) प्रकाशित करती है।

[सं. एल-12011/92/2014-आईआर(बी- I)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1446.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/92/2014– IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/07/2015

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Karmbhoomi, Tripti Vihar, Opp. Engg.

College, Ujjain (M.P.)-456010

Workman

Versus

Assistant General Manager

State Bank of India,

Region – 3, RBO, 5 Yashwant Niwas

Road, Indore.

Management

And R/09/2019

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Karmbhoomi, Tripti Vihar, Opposite Engg.

College, Ujjain (M.P.)-456010

Workman

Versus

Chief General Manager

State Bank of India,

Hoshangabad Road,

Bhopal (M.P.) - 462004

Management

AWARD

(Passed on this 09th day of July-2025.)

As per letter dated 01/01/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/92/2014/IR(B-I) dt. 01/01/2015. The dispute under reference related to :-

"क्या सहायक महाप्रबंधक, क्षेत्र–3, भारतीय स्टेट बैंक, आरबीओ, 5 यशवंत निवास रोड, इंदौर द्वारा 01.06.2007 से 31.10.2011 तक बैंक नियंत्रणाधीन शाखा, सांवेर जिला, इंदौर में काम करवाकर दिनांक 31.10.2011 से बिना किसी नोटिस या मुआवजा के काम से बिठा देना न्यायोचित है ? अगर नहीं तो सुरेशचन्द्र सोलंकी किस अनुतोष के अधिकारी हैं ? "

Case R/07/2015 was registered with this Tribunal on the basis of reference.

Further, as per letter dated 18/12/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number L-12011/25/2018/IR (B-I) dt. 18/12/2018. The dispute under reference related to :-

"***Whether the following allegations made by the union, Dainik Vetan Bhogi Bank Karmchari Sangathan, against the management of State Bank of India, Bhopal, in the matter of Shri Suresh Solanki, are amounts to unfair labour practice under I.D. Act ?***

a. Not giving appointment letter and not giving termination letter.

b. Payment was not made as per pay scale/skill wage.

c. Minimum Wages not paid.

d. Muster Roll has not been maintained as per Section 25-D of ID Act.

e. Applicants have worked 240 days in a year.

f. After working for 06 days, the Wages for weekly off and National Holidays 26th January, 15th Aug were deducted.

If yes, what relief the workman is entitled to ?"

Case R/09/2019 was registered with this Tribunal on the basis of reference.

Both the cases were consolidated and case R/09/2019 was made leading case.

After registering the cases on the basis of the references, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The case of the workman, in short, in the references is that he was appointed as a Peon in the State Bank of Indore on 01.06.2007 under oral orders of the Branch Manager and worked continuously till 31.10.2011. His services were terminated by management without notice or compensation, which is in violation of Section 25-G & 25-F of the Act. The management did not issue a written appointment letter, did not pay scale wages, did not pay the minimum wages fixed by the Collector for daily wagers, did not maintain any muster roll, did not pay bonus and did not issue any written termination order. Hence, adopted unfair labour practice under the Act in violation of the Act. This action of management, according to the workman, is unjust, illegal and arbitrary. He raised a dispute in this respect which could not be conciliated, hence this reference. The workman union has prayed that holding the action of management unjust and arbitrary, the workman be held entitled to be reinstated with back wages and benefits and be paid.

The case of the management, inter alia, is that the alleged workman was neither employed as permanent employee nor attained permanent status. He worked as a casual worker for few hours in a day as and when required in branch of the Bank and was paid for it. According to management, the workman never worked continuously for 240 days in any year including the year preceding the date of his termination. It is further the case of management that, the State Bank of Indore merged in State Bank of India.

The management has requested that the reference be answered against the workman.

In evidence, the workman union has filed affidavit of workman as his examination in chief. He has been cross examined by management. He has filed and proved Exb. W/1 photocopy statement of his account from 21.08.2008 to 31.12.2010, Exb. W/2 his application for misc. work monthly payment filed by him with the manager, Exb. W/3 photocopy misc. charges register, Exb. W/4 payment received by him from petty cash, photocopy classification of expenditure, Exb. W/5 reply of Bank with respect to claim regarding bonus raised by the workman before the Regional Labour Commissioner, letter of Bank to the Labour Commissioner proved is Exb. W/7 and photocopy cheque Exb. W/8.

Management has filed affidavit of its witness as his examination in chief. He has been cross examined by workman side.

I have heard argument of learned Counsel Mr. Arun Patel for workman and Mr. Praveen Yadav for management. Both the parties have filed written arguments which are part of record. I have gone through the written arguments and the record of the case as well.

On perusal of records, in the light of rival arguments, the following issues arise for determination :-

1. ***Whether the disengagement of the workman is just and legal?***

2. ***Whether the management has adopted unfair labour practice?***

3. ***Relief if any, to which the workman is entitled ?***

Issue No.1-

Before entering into any discussion, Section 25-B, 25-G & 25-F of the Act are being reproduced as follows :-

25B. Definition of continuous service.—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

25G. Procedure for retrenchment.—

Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25F. Conditions precedent to retrenchment of workmen.—

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

Pleadings of the parties have been detailed earlier. The workman has reiterated his case on this issue in his affidavit as his examination in chief. In cross examination, he has stated that he used to do cleaning of the premises, taking Dak from one office to other office, making entries in the cheque register and passbook register and preparing new passbooks. He further stated that he was paid in cash as well in his account on weekly basis. Additionally, he was paid Rs. 500/- per month.

The management witness has stated in his cross examination that he was not posted in the Branch during the period. He further states that the Exb. W/3 was seen by him in the Branch but the Exb. W/4 & W/5 were not available. He further states that after merger of State Bank of Indore with the State Bank of India, a policy decision was taken to take such types of work through outsourcing agencies, hence all the daily wagers were disengaged.

Learned Counsel for management has referred to judgments of Hon'ble Supreme Court in the case of ***Range Forest Officer Vs. ST. Hadimani, AIR 2002 SC 1147*** and ***Surendra Nagar District Panchayat Vs. Daya Bhai Amar Singh, reported in (2005) 8 SCC 750***, in this respect and has submitted that from the records of management bank which have filed and proved by workman himself as Exb. W/6, W/7 & W/8, which show that the workman worked only for 41, 109 and 83 days for the period between 08.09.2008 to 04.10.2010 and was paid bonus accordingly, which corroborates the case of management that the workman never worked continuously for 240 days in a year. This argument cannot be accepted because it is the case of workman that he was not paid bonus according to the actual number of days he worked.

In the first case referred above from the side of management, the workman had pleaded that he worked 240 days in a year preceding his termination which was completely denied by the management. In the second case referred, the workman never contended that he was regularly employed with the management for one year to claim the uninterrupted period of service as required u/s. 25-B(1) of the Act and on these facts it was held by Hon'ble Supreme Court that the burden to prove continuous employment of 240 days is on the workman. The case in hand is different on facts of the cases referred. Here the engagement is not denied, rather it is admitted, what is in issue is the days of engagement in a year preceding the date of termination of the workman.

The photocopy statement of account of the workman filed and proved by him goes to show that he has been continuously paid wages in his account for the period between 08.09.2008 to 26.06.2010. Exb. W/3 which is the photocopy misc. charges register filed and proved by the workman shows that after 26.06.2010, payment of Rs. 600/- has been made to the workman on 03.07.2010 for Bagwani charges from 28.06.2010 to 03.07.2010, payment of Rs. 600/- have again been made to him on 10.07.2010 for Branch cleaning from 05.07.2010 to 10.07.2010 and another Rs. 600/- have been paid to him for Bagwani charges for this period. Further Bagwani charges Rs. 700/- for 7 days have been paid to him on 17.07.2010. Again he has been paid Rs. 900/- from 22.11.2010 to 27.11.2010 for Hammali on 27.11.2010. Further, he has been paid for Tanki washing, Bagwani charges and clearing work for 28-29-30/11/2010 total Rs. 900/-.

The payments mentioned in Exb. W/3 disclose that his engagement as daily wager has not been regular and continuous after 26.06.2010.

The workman is required to prove that he worked for 240 days in the year preceding the date of his disengagement which is 31.10.2011 according to him. This fact is not corroborated by Exb. W/3 and statement of account Exb. W/1.

The other documents filed and proved which are classification of expenditure do not connect the payments with the workman. Further petty cash payment filed and proved as Exb. W/4 also are not continuous, these are only for one month September 2011.

Hence, on the basis of above discussion, it is held that the workman could not successfully prove his continuous engagement with the management for period of 240 days in the year preceding the date of his disengagement. Consequently, his disengagement is held not in violation of the Act.

Issue no.-1 is answered accordingly.

Issue No.-2:-

Learned Counsel for workman has submitted that the management has adopted unfair labour practice on the grounds mentioned in the reference which are viz; management did not issue a written appointment letter, did not pay scale wages, did not pay the minimum wages fixed by the Collector for daily wagers, did not maintain any muster roll, did not pay bonus and did not issue any written termination order.

The workman was a daily wager. There is no provision for issuing a letter of appointment of a daily wager in any Bipartite Settlement or Desai Award. The allegation that he was not paid wages on rates fixed by Collector or bonus according to the actual number of days he worked is not proved. There is no legal requirement of issuing a letter of termination to a daily wager, hence, the claim of the workman that management adopted unfair labour practice in this case is held not proved.

Issue no.-2 is answered accordingly.

Issue No.-3:-

In the light of findings recorded above, the workman is held entitled to no relief in any of the cases.

Issue no.-3 is answered accordingly.

Accordingly, the references are answered as follows :-

AWARD

Hence, holding the action of management in disengaging the workman Suresh Solanki on 31.10.2011, just and legal, the workman is held entitled to no relief.

The management is held to have adopted no unfair labour practice.

No order as to cost.

Copy of this judgment and award be kept on the file of both the cases.

DATE: 09/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (09/2015) प्रकाशित करती है।

[सं. एल-12011/90/2014-आईआर(बी- I)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1447.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 09/2015*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/90/2014– IR(B-1)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/09/2015

Present: P.K.Srivastava

H.J.S.(Retd.)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sanghthan

F-1, Tripti Vihar, Opp. Engineering College,

Ujjain (M.P.)

Workman

Versus

The Chief General Manager

State Bank of India,

Local Head Office

Bhopal (M.P.)

Management

AWARD

(Passed on this 11th day of July-2025.)

As per letter dated 01/01/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 (in short the 'Act') as per reference number L-12011/90/2014/IR(B-I) dt. 01/01/2015. The dispute under reference related to :-

''क्या महासचिव, दैनिक वेतन भोगी कर्मचारी संगठन द्वारा श्री अजय आदिवाल के भारतीय स्टेट बैंक में दिनांक 16.04.2006 से 10.01.2011 तक कार्यरत रहने के दौरान का द्विपक्षीय समझौता के अनुसार देय वेतन की मांग करना न्यायोचित है ? यदि हो तो श्री अजय आदिवाल किस अनुतों"। के अधिकारी है।"

After registering the case on the basis of the reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

In short, the case of the workman side is that he was engaged in the Branch by the Branch Manager on 16.04.2006 as daily wager and worked till 11.03.2011, continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. He has not been paid the scale wages payable to the subordinate staff inspite of the fact that the workman and the permanent peon discharged same duties. He has requested that holding the action of management disengaging him against law, he be held entitled to the difference between the amount he was paid and the amount in scale wages payable to subordinate staff.

According to management, the workman was a daily wager who did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. He is not entitled to parity in wages with permanent staff, hence not entitled to scale wages as claimed by him. Management has requested that the reference be answered against the workman.

In evidence, the workman union filed affidavit of workman Ajay Adiwal as his examination in chief. He was cross examined by management. They filed and proved Exb. W/1 to W/10, which are letter regarding payment of bonus issued by management, minutes of discussion between the management and union, norms for appointment of general attendant, 07 different orders by Labour Commissioner at Bhopal for the minimum wages fixed for workers in the said year. Management filed affidavit of its witness as his examination in chief. He was cross examined by the workman side.

I have heard argument of learned Counsel Mr. Arun Patel for workman union and Mr. Praveen Yadav learned Counsel for management.

Management has also filed written arguments which are part of record.

I have gone through the record in the light of the arguments.

The reference itself is the issue for determination.

Management has referred to Judgment of Hon'ble the Supreme Court in the case of ***State of Rajasthan Vs. Daya Lal and Others, (2011) 2 SCC 429***, relevant paragraphs are being reproduced as follows :-

This extract is taken from ***State of Rajasthan v. Daya Lal, (2011) 2 SCC 429 : (2011) 1 SCC (L&S) 340 : 2011 SCC OnLine SC 172 at page 435***

"12. *We may at the outset refer to the following well-settled principles relating to regularisation and parity in pay, relevant in the context of these appeals:*

(i) The High Courts, in exercising power under Article 226 of the Constitution will not issue directions for regularisation, absorption or permanent continuance, unless the employees claiming regularisation had been appointed in pursuance of a regular recruitment in accordance with relevant rules in an open competitive process, against sanctioned vacant posts. The equality clause contained in Articles 14 and 16 should be scrupulously followed and Courts should not issue a direction for regularisation of services of an employee which would be violative of the constitutional scheme. While something that is irregular for want of compliance with one of the elements in the process of selection which does not go to the root of the process, can be regularised, back door entries, appointments contrary to the constitutional scheme and/or appointment of ineligible candidates cannot be regularised.

(ii) Mere continuation of service by a temporary or ad hoc or daily-wage employee, under cover of some interim orders of the court, would not confer upon him any right to be absorbed into service, as such service would be "litigious employment". Even temporary, ad hoc or daily-wage service for a long number of years, let alone service for one or two years, will not entitle such employee to claim regularisation, if he is not working against a sanctioned post. Sympathy and sentiment cannot be grounds for passing any order of regularisation in the absence of a legal right.

(iii) Even where a scheme is formulated for regularisation with a cut-off date (that is a scheme providing that persons who had put in a specified number of years of service and continuing in employment as on the cut-off date), it is not possible to others who were appointed subsequent to the cut-off date, to claim or contend that the scheme should be applied to them by extending the cut-off date or seek a direction for framing of fresh schemes providing for successive cut-off dates.

(iv) Part-time employees are not entitled to seek regularisation as they are not working against any sanctioned posts. There cannot be a direction for absorption, regularisation or permanent continuance of part-time temporary employees.

(v) Part-time temporary employees in government-run institutions cannot claim parity in salary with regular employees of the Government on the principle of equal pay for equal work. Nor can employees in private employment, even if serving full time, seek parity in salary with government employees. The right to claim a particular salary against the State must arise under a contract or under a statute.

See *State of Karnataka* v. *Umadevi (3)* [(2006) 4 SCC 1 :2006 SCC (L&S) 753] , *M. Raja* v. *CEERI Educational Society* [(2006) 12 SCC 636 : (2007) 2 SCC (L&S) 334], *S.C. Chandra* v. *State of Jharkhand* [(2007) 8 SCC 279 (2007) 2 SCC (L&S) 897] , *Kurukshetra Central Coop. Bank Ltd.* v. *Mehar Chand* [(2007) 15 SCC 680 : (2010) 1 SCC (L&S) 742] and *Official Liquidator* v. *Dayanand* [(2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943] ."

Another case ***State of Haryana & Others Vs. Tilak Raj and Others, AIR 2007 SC 2658,*** referred to from the side of management, in which the same principle has been reiterated.

More ever, the Bipartite Settlements protect and apply only with respect to the regular staff with respect to their pay and salary.

Hence, holding the case of the workman union not legal, the reference deserves to be answered against the workman and is answered accordingly.

No order as to cost.

DATE: 11/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ इंडिया** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (111/2018) प्रकाशित करती है।

[सं. एल-12011/75/2018-आईआर(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 111/2018*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12011/75/2018– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/111/2018

Present: P.K.Srivastava

H.J.S.(Retd.)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sanghthan

F-1, Tripti Vihar, Opp. Engineering College,

Ujjain (M.P.)-456010

Workman

Versus

The Branch Manager

Bank of India,

Shujapur, Ujjain (M.P.)-456010

Management

AWARD

(Passed on this 15th day of July-2025.)

As per letter dated 30/11/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 (in short the 'Act') as per reference number L-12011/75/2018/IR(B-II) dt. 30/11/2018. The dispute under reference related to :-

"Whether the allegations of the Union that the action of the Management of Bank of India by (i) not giving appointment letter/termination letter (ii) payment was not made as per pay scale/skill wage (iii) Minimum wages not paid (iv) Muster Roll has not been maintained as per Section 25-D of the ID Act (v) Applicants have worked 240 days in a year (vi) After working for 06 days, the wages of weekly off and National Holidays, 26th January, 15th August were deducted, etc. amounts to alleged Unfair Labour Practice? If so, what relief they are entitled to?"

Case of the Workman Union is that the workman Mohammed Wali worked in the Shujapur Branch of the Bank of India from 14.10.1989 to 31.03.1997 as a daily wager. He was not issued any appointment/ termination letter, payment was made as per pay scale/ scale wages, minimum wages were not paid, muster roll not prepared. He worked for 240 days in a year and hence, the Management adopted unfair labour practice which prohibited under the Act. The Workman has thus prayed that, he be held entitled to bonus, and wages accordingly.

Case of Management is mainly that**,** the Workman has already raised a dispute Case No. R/158/2001 which has been registered on a reference with regards to his alleged illegal termination of services. This case has already been decided by this Tribunal vide judgment and award dated 17.08.2015 against the workman. Also, it is the case of the Management that, the Workman never worked for 240 days in a year, he was a casual labour, called for duty on as and when require basis for some hours and not for full day. The Bank has further stated that since, the workman was a daily wager, he was not entitled to parity in wages and there was not legal obligation on Bank to maintain muster roll or to issue appointment/ termination order in writing.

In evidence, the Workman union has not filed the affidavit of workman Mohammed Wali as his examination-in-chief. Union has also filed documents Exb. W/1 to W/6, admitted by management, to be referred to as and when required.

Management has filed affidavit of its Witness as his examination-in-chief. He has not been cross-examined by Workman side. Management has filed photocopy of judgment and award passed in case R/158/2001. The disengagement of the workman has been held legal and proper.

I have heard argument of management learned Counsel Shri Neeraj Kewat. None was present for workman union. I have gone through the record.

As it is not disputed that, two cases on the basis of their references with respect to payment of its all wages, alleged illegal termination, have been pending since before the present case and have been decided hence, the judgments of these cases shall operate as *res judicata* with reference to the case in hand. Hence, claim of the Workman with regard to payment of bonus and scale wage are barred by principle of *res judicata*.

As regards, not giving appointment/ termination letter and not preparing muster roll by Management his also cannot be held illegal, because the Workman worked as a casual labour on as and when require basis for which he was paid as a daily wager. He was a regular employee; hence, no preparation of muster roll was required. Secondly, since he was not permanently appointed as a permanent or temporary employee, rather he was daily wager casual labour, no formal appointment or termination letter is required under Law.

On the basis of above discussion and findings, holding the case of Workman not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Reference stands answered accordingly.

No order as to cost.

DATE: 15/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1449.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **मध्य रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (42/1992) प्रकाशित करती है।

[सं. एल-41011/39/1991-आईआर(बी- I)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 42/1992*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen.

[No. L-41011/39/1991– IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/1992

Present: P.K.Srivastava

H.J.S.(Retd.)

President

Rashtriya Chaturth Shreni Rail

Mazdoor Congress

Camp Office 4, Haripura Nagar

Jhansi (U.P.)-284001

Workman

Versus

Divisional Railway Manager

Central Railway, Bhopal - 462001

Management

AWARD

(Passed on this 04th day of July - 2025.)

As per letter dated 28/02/1992 – 04/03/1992 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under section-10 of I.D. Act, 1947(in short the Act) as per reference number L-41011/39/1991/IR(DU) dt. 28/02/1992 – 04/03/1992. The dispute under reference related to :-

"Whether the management of Central Railway, Bhopal (M.P.) is justified in terminating the services of Shri Shamsher Khan, S/o. Sh. Noor Khan w.e.f. 10.3.83 ? If not, what relief he is entitled to ?"

Notices were sent to the parties after registering a case on the basis of reference. They appeared and filed their respective statements of claims and defense.

According to the workman, he was working as cleaner under Loco Foreman Bina, Central Railway from 08.10.1978. He was charge sheeted vide S.F-5 for unauthorized absence from duty from 04.05.1982 to 25.06.1982. It is stated that management initiated a departmental proceeding and appointed Shri B.K. Mishra, J.F.I., Bina on 07.09.1982. He did not receive any written letter about the initiation of the proceeding nor he was given opportunity to nominate any Defence Representative. It is stated that on 07.01.1983 was served by Loco Foreman, Bina. He appeared on 15.01.1983 in the office of Loco Foreman for departmental enquiry but the Enquiry Officer did not come on that date. Therefore, he had no information about departmental enquiry nor the Enquiry Officer neither fixed any date nor informed to the delinquent workman. He was terminated on 10.03.1993 by passing an illegal ex-parte order, which is disproportionate to the charge, hence unjust, illegal and arbitrary. The workman side has thus prayed that holding termination of his services illegal, he be held entitled to be reinstated with all back wages and benefits.

On the other hand, the management has contended that the workman was admittedly an employee of the Railway. He was habitual unauthorized absentee. He was charge sheeted vide order dated 10.08.1982 and the same was served on 11.08.1982. He failed to give any explanation. As such Shri V.K. Sharma, JFT Bina was appointed as Enquiry Officer vide order dated 07.09.1992. The Enquiry Officer fixed the enquiry on 05.11.1982, 30.11.1982, 18.12.1982, 15.01.1983 and 28.01.1983 but the delinquent workman did not appear in the enquiry. Hence the Enquiry Officer conducted the enquiry as per rules and submitted his report holding him guilty of the charges. The Disciplinary Authority after relying the findings of the Enquiry Officer and the documents passed the order of removal from service on 10.03.1983. The delinquent workman preferred an appeal but the same was rejected and was communicated to him on 28.04.1983. He again filed revision before DRM, Jhansi but the same was also rejected. It is submitted that the departmental enquiry be held legal and proper, the charges are proved and the punishment is proportionate to the charge. Management has requested that the reference be answered against the workman.

On the basis of pleadings following issues were framed by my learned Predecessor vide his order dated 26.12.2008 :-

1. ***Whether the departmental inquiry conducted by management against the workman is proper and legal ?***
2. ***Whether the management is entitled to prove the misconduct of the workman ?***
3. ***To what relief, if any, is workman entitled ?***

Issue No. 1 & 2 were decided on the basis of evidence, by my learned Predecessor vide his order dated 17.09.2012. The departmental inquiry was held not legal and hence vitiated and since the management had not specifically pleaded that in case the departmental inquiry is vitiated, the management be given opportunity to prove misconduct before the Tribunal. Hence, it could not prove the charges before this Tribunal.

The management preferred a Writ Petition No. 107/2014 before Hon'ble High Court of M.P. at Jabalpur which was dismissed vide order dated 24.07.2017. The proceedings of this case before this Tribunal were stayed by Hon'ble High Court till pendency of the said writ petition. The writ petition was dismissed on merits after hearing learned Counsel for petitioner/management.

This order came to be known only on 24.04.2025, when the status of the writ petition was checked by the Office under direction of this Tribunal, on the website of Hon'ble High Court.

Notices were issued to the workman vide order dated 26.06.2025, he did not appear. Mr. Rakesh Soni appeared for management of Railways. His arguments were heard.

Issue No.-2 :-

Since, the departmental inquiry has been held vitiated and management has not been given opportunity to prove the charge before this Tribunal, hence the charges are held not proved.

Issue No.-3 :-

Since, the charges have been held not proved, the workman is held entitled to be reinstated.

As regards, to the point whether he should be held entitled to be reinstated with any back wages or benefits, in service and post retiral, learned Counsel for management has submitted that grant of back wages will not be in the interest of justice on the principle of no work no pay. He further submits that he has unsubstantiated information that the workman has probably died that is why he did not appear before Hon'ble High Court or this Tribunal.

As mentioned in the Act, the reference will not abate on the death of the workman. Hence, since **firstly**, the case has been filed and dispute has been raised by workman union in this case and **secondly**, in the light of aforesaid provision, the reference shall not abate, even if the workman has died.

Reference of judgment of Hon'ble Supreme Court in the case of ***Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya, (2013) 10 SCC 324***, may be taken at this stage. The relevant paragraph of the said judgment is being reproduced as follows :-

"38. The propositions which can be culled out from the aforementioned judgments are:

38.1. In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

38.2. The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.

38.3. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

38.4. The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

38.5. The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

38.6. In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear

in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] .

38.7. The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] , [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court, (1980) 4 SCC 443 : 1981 SCC (L&S) 16] referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman."

In the light of the aforesaid principle of law laid down by Hon'ble Supreme Court in the case referred and keeping in view the fact that till date of this award he would had been certainly superannuated after completing 60 years of service, his reinstatement will not serve the purpose. Hence, the workman/his legal representatives in case of his death, are held entitled to all the in service as well post retiral benefits with back wages from the date of termination of his services by management till the date of his superannuation/death, whichever is earlier, deeming him to be in continuous service.

On the basis of above discussion and findings, the reference is answered as follows :-

AWARD

Holding the action of management of Central Railway, Bhopal terminating the services of workman Shamsher Khan S/o. Noor Khan w.e.f. 10.03.1983, the workman/his legal representatives in case of his death, are held entitled to all the in service as well post retiral benefits with back wages from the date of termination of his services by management till the date of his superannuation/death, whichever is earlier, deeming him to be in continuous service.

DATE: 04/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1450.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आयुध फैक्ट्री, खमरिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (34/2021) प्रकाशित करती है।

[सं. एल-14011/4/2021-आईआर(बी- I)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2025

S.O. 1450.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 34/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Ordance Fctory, Khamaria and their workmen.

[No. L-14011/4/2021– IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/34/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

The General Secretary,

Fire Brigade Karmachari Sangh, 1595,

Dr. Ambedkar Colony, In front of Shiv Temple,

Nearby Dr. Sahu Ji, Katra,

Aadhartal, Jabalpur - 482004

Workman

Vs

The General Manager,

Ordance Factory, Khamaria,

Jabalpur - 482005

Management

(JUDGMENT)

(Passed on this 14th day of July- 2025)

As per letter dated 30/07/2021 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification **No. L-14011/4/2021(IR(DU))** dt. 30/07/2021. The dispute under reference relates to:

> ***"'Whether the demand raised by Fire Brigade Karmchari Sangh, Jabalpur(M.P.) vide letter dated 06.02.2020 for night duty allowance as per 07 hours and 30 minutes weightage per week & also arrears w.e.f. the date of appointment to till date in respect of fire brigade section employees against the management of Ordinance Factory, Khamaria, Jabalpur is proper, legal and justified? If not, to what relief the fire brigade section employees are entitled to?"***

The case of the Workman Union is mainly that, the members of the union, who are the employees working in the Fire Brigade Section, Work in day and night both because the nature of the Work is such that they may be required at any time in day or night whenever fire breaks out. They are paid weightage/ night duty allowances not adequately and not as per rules by the Management.

According to the union, these employees working in Code Z from 21:45 hours to 06:45 hours are entitled to get weightage/ night duty allowances @7 hours 30 minutes wherein the Management is paying allowances @5 hours and 30 minutes hence, paying less amount resulting in suffering of loss of weightage of two hours per week. It is further their case that, Code Z-3 started from 02.06.2019 wherein the timing of the shift from 10 PM to 7 AM paying weightages @ 6 Hours 30 Minutes which is not justified because as a matter of fact for the said Code Z, night shift duty starts from 10 PM to 6 AM which comes 45 Hours per week, weightage 10 Minutes per hour which comes 440 Minutes (7 Hours 30 Minutes).

Further it is the case of the Workman Union that the Management is adopting this discrepancy in payment only in its this unit at Jabalpur wherein all the other Units are paying weightages/ allowances has claimed by Workman Union, in their other Units. This action of Management is unjust, illegal and arbitrary. The Workman Union has thus prayed that, Management be directed to pay the members of the union weightage of 7 Hours 30 Minutes per week from the date of initial appointment of employees along with arrears and other consequential benefits including interest and to continue payment accordingly.

Management has taken a case in its written statement of defense that, they i.e. Ordinance Factory, Khamaria is unit of Munitions India Limited in Ministry of Defense, Department of Defense Production, Government of India and is govern under Factories Act, 1948. It is bound and comply with rules and regulations made by Government of India in this respect. The employees deployed in night duties in the factory are paid night duty allowances as per rules such employees are eligible for night duty allowances on the basis of weightage ie; 10 Minutes for every Hours of night duty preferred between 10 PM to 6 AM @ specified in the Government orders issued from time to time. For calculation of weightage, duty for less than half hour is ignored and more than half hours shall be taken as one full hours. The rounding off of fractions of an hour is made with reference to the actual hours of night duty preferred in a month for that wage period and not on daily wages therefore night duty is not admissible during over time hours. Further, according to the Rules, night duty allowances up 02.06.2019 was paying booked from 10 PM to 5 AM excluding one hour recess. Thus according to Management the weightage @ 10 minutes per hour comes at 5 hours 30 minutes for the period from 10 PM to 5 PM from Monday to Friday and 10:00 PM to 12:45 AM on Saturday. Night duty allowances for this period is booked are total 33 Hours. Also, it is stated that up to 02.06.2019 the day shift started from 05:30 AM, hence night duty allowances is calculated till 05:00 AM only. After 02.06.2019 and till now the night duty allowances is being booked from 10:00 PM to 06:00 AM, excluding one hour recess period accordingly. The total night duty allowances booked between Monday to Saturday after 02.06.2019 comes at 39 Hours and weightage per hours comes at 06 Hours 30 Minutes. The Management has produced total calculation in this respect in Para 7 and 9 in its written statement of defense and has stated that, the members of the workman union are being paid weightage on the basis of these calculations, hence there is no illegality or arbitrariness adopted by Management in this respect. Management has requested that reference be answered against the Workman Union.

In evidence, the Workman Union has filed photocopy Registration Certificate of the Union, Minutes of the Meeting of the Union, Authorization Letter issued by Union with respect to prosecute the claim, Minutes of the Meeting dated 03.11.2019, Certified copy of order passed in Appeal under RTI Act, and the documents obtained in RTI.

Management has filed the concerned regulation. The documents are not disputed by any of the parties, since no dispute of fact is involved in the case in hand.

Learned Counsel Mr. Arun Patel for workman union and Mr. J.K. Gupta for Management were heard by me. Parties have preferred written arguments also which are the part of record. I have gone through the Written Arguments and material on record.

On perusal of records in the light of rival arguments, the reference itself is the issue for determination.

It is submitted from side of the Workman Union that the Employees in the Fire Brigade Section of the Factory are also workman. **Judgment of Hon'ble Supreme Court in the Case of Management of Sonepat Cooperative Sugar Mills Ltd. V.s. Ajit Singh, (2005) 3 SCC 232** has been referred to in this respect. Further, it is submitted that these employees have been assigned night shifts under Shift Code Z between 2008 to 02.06.2019 for which 30 minutes spot lunch was allotted as per Shift Rosters between their night duty from 21:45 Hours to 06:15 Hours and it was not to be considered as a break for a night duty allowances computation. Management, has arbitrarily not considered this fact and has computed their weightage on the basis of General Regulations which provide one hour of recess during the night duty hours which is not applicable for the workers of the Fire Brigade Department of the Management because they have to remain on their toes all the time in a state of operational preparedness so that they can reach at the place where fire has broken up in minimum possible response time. That is why, they are required to have spot lunch and not recess which is admissible to other employees. Management has not considered this fact, and has committed illegality in dismissing the claim of these Workmen. Further, it has been submitted that RTI document filed shows that, the other factory under the same Management at Khamaria is paying weightage by not considering one hour recess time during night duties. Hence, parity requires that, the Applicant Workmen in the Jabalpur unit also be granted that benefit. Decision of **Hon'ble Supreme Court in the case of Randhir Singh V.s. Union of India, (1982) 1 SCC 618** has been referred to in this respect.

On the other hand, it has been submitted from side of Management that, one hour recess during the night duty hours is granted to the employees at night duty which is not counted for computing weightage as mentioned earlier. This action of Management is correct as per rules.

The relevant rules which both the parties relied are being reproduced as follows.

Night duty allowance -

Industrial employees are eligible for Night Duty allowance on the basis of weightage of 10 minutes for every hour of night duty performed between 22.00 hours and 6.00 hours at the rates specified in the Government orders issued from time to time. For calculation of weightage, duty for less than half an hour shall be ignored and duty for half an hour and more shall be reckoned as one full hour. The rounding off of fractions of an hour shall be made with reference to the actual hours of night duty performed in a month (i.e. wage period) and not on daily basis. Night duty allowance will not be admissible during over time hours if any falling within the night duty hours. The allowance will not be treated as 'Pay' for the purpose of piece work earnings or for other allowances admissible to the employees.

The night duty allowance payable to the industrial employees will be booked to the work order of concerned job.

There is on record that, RTI information submitted by Management on the application from the Workman side with response to the application dated 16.08.2016 sent by one Sumit Rao to the CPIO which is as follows:

"***Spot lunch taken by Fire Brigade Personnel in the Night shift duty is considered as duty time, hence no extra time stay beyond allotted duty hours, they remain in station***."

It is evident that **firstly,** the Fire Brigade personnel are to take spot lunch of half an hour within duty hours and **secondly,** this period of spot lunch shall be considered as duty time. This fact distinguishes the recess period granted to the other workmen for one hour from the spot lunch period of half an hour granted to the Fire Brigade Personnel. It is common knowledge that Fire Brigade Personnel cannot be permitted to leave the place of their duty at any time because they have to be in operational readiness when they are on duty.

In the light of facts above noted the Fire Brigade Employees constituted a separate class different from the other employees of the Management who attend their duty during the night hours. This is undisputed that, the spot lunch period will also be treated as duty period for these employees, hence they shall be deemed to be on continuous duty in the night shift for the whole period and the one hour period of recess deducted from duty hours for the purposes of weightage will not be applicable in their case. . RTI document also reveal that Fire Brigade Employees in the Khamaria and other units are being paid weightages on night duty allowances in this manner.Hence, the applicants will be and are held to be entitled to weightage for their night allowances for the whole period which is 22:00 Hours to 05:00 Hours till 02.08.2019 and 22:00 Hours to 06:00 Hours thereafter.

In the light of above discussion and findings the reference is answered as follows.

AWARD

Holding the demand raised by Fire Brigade Karmchari Sangh, Jabalpur(M.P.) vide letter dated 06.02.2020 for night duty allowance as per 07 hours and 30 minutes weightage per week & also arrears w.e.f. the date of appointment to till date in respect of fire brigade section employees against the management of Ordinance Factory, Khamaria, Jabalpur is proper, legal and justified. They are entitled to payment of all their claims within 60 days from the date of publication of the Award in the Gazette, failing which interest @6% p.a. from the date of Award till payment.

No order as to cost.

DATE:- 14/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 अगस्त, 2025

का.आ. 1451.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (01/2017) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी- I)-97]

सलोनी, उप निदेशक

New Delhi, the 4th August, 2025

S.O. 1451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025– IR(B-I)-97]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/01/2017

Present: P.K. Srivastava

H.J.S.(Retd.)

Dinesh Pal,

Daily Wage Messenger

State Bank of India,

New Abadi, Mandsaur (30260)

Through: General Secretary

Daily Wage Bank Employees Association

F-1, Tripti Vihar, Ujjain (MP)

Workman

Vs

1. **Assistant General Manager,**
   Region-7 State Bank of India,
   Regional Business Office,
   Neemuch - Mhow Road,
   Mandsaur (MP)

2. Branch Manager

State Bank of India,

New Abadi Mandsaur (MP)

Management

(JUDGMENT)

(Passed on this 02th day of July - 2025)

The workman filed his petition under Section 10(2A) (2-3) of Industrial Disputes Act, as amended vide amendment Act of 2010 (in short the 'Act') with an allegation that, he was engaged by the then Branch Manager of Mandsaur Branch of the State Bank of Indore on 04.01.2007 under his oral order, as a daily wager on the post of Peon/Messenger and worked at least 8 hours a day continuously from the date of engagement till 08.09.2015 when his services were terminated without any notice or compensation. The State Bank of Indore merged with State Bank of India in August, 2010 and after the merger he worked with the State Bank of India through contractor Mahakal Security as an outsourced employee.

According to the Workman, this action of Management is in violation of Section 25F and 25G of the Act. He raised a dispute before Assistant Labour Commissioner which could not be conciliated within 45 days, hence he filed a petition. He prayed that holding the action of Management against law, he be held entitled to be reinstated with all back-wages and benefits.

The Management has taken a case that, the Workman was engage as a daily wager by the then State Bank of Indore on and as when required basis. He never worked continuously for 240 days in any year. After merger of the State Bank of Indore with the State Bank of India the Workman worked as an outsourced employee through outsourcing agency and was disengaged by the Outsourcing Agency and not by the State Bank of India.

In evidence, the Workman filed his affidavit as his examination-in-chief. He was cross-examined by the Management. He filed and proved some photocopy vouchers which have been collectively marked as **Exhibit W-2.** He further filed his statement of account from 02.12.2013 to 30.10.2015 certified by the Bank which is Exhibit **W-1,** two communications in the Bank admitted by Management **Exhibit W-3 & W-4.**

Management has filed an affidavit of its witness which has been cross-examined by Workman side**.**

I have heard argument of Learned Counsel for Workman Mr. Arun Patel and Learned Counsel Mr. Praveen Yadav for Management. Both the parties have filed written arguments, which are part of record. I have gone through the written arguments also.

On perusal of record, in the light of rival argument, following issues arises for determination:-

1. **Whether the Workman has successfully proved his continuous engagement as defined under Section 25B of the Act with the Bank?**
2. **Whether the disengagement of the Workman is in violation of the Act?**
3. **Whether the Workman is entitled to any relief?**

Issue No.1 :

Section 25B of the Act is being reproduced as follows:

25B. Definition of continuous service —

For the purposes of this Chapter —

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Pleadings of the parties on this issue have been detailed earlier. Workman has corroborated his case on this issue in his affidavit as his examination-in-chief. He has been cross-examined by Management. He denies that he further worked as a employee of contractor and has stated in his cross-examination that, he was always a worker of the Bank. He has filed his certified copy of his Bank Account, which shows that his salary has been credited in his Account from the Bank.

On the other hand, the Management witness states in his cross-examination that, he was never posted in the said Bank were the Workman has claimed to be employed. His statement is only on the basis of record. There was no record available with respect to the Mandsaur Branch relating to the then the State Bank of Indore and after merger of State Bank of Indore with State Bank of India, the workman worked as an outsourced employee. In absence of any document relating to outsourcing, namely work agreement etc., the case of the Workman on this point appears to be more reliable.`

Learned Counsel for Management has submitted that the burden to prove continuous engagement is on the Workman. He has referred to judgment of following cases in this respect.

1. **Range Forest Officer Vs. S.T. Hadimani (2002) 3 SCC 25.**
2. **Krishna Bhagya Jal Nigam Ltd. Vs. Mohd. Rafi (2009) 11 SCC 522.**
3. **Essen Deinki Vs. Rajiv Kumar (2002) 8 SCC 400.**
4. **Municipal Corporation, Faridabad Vs. Shri Niwas (2004) 8 SCC 195.**
5. **M.P. Electricity Board Vs. Hariram (2004) 8 SCC 246.**
6. **RBI Vs. S. Mani (2005) 5 SCC 100.**
7. **R.M. Yellatti Vs. Executive Engineer (2006) 1 SCC 106.**
8. **Bhavnagar Municipal Corporation Vs. Jadeja GovuBha Chhanubha (2014) 16 SCC 130.**

Learned Counsel for the workman has submitted that, the engagement of the workman has not been denied. What is disputed is the period of engagement. Documents with respect to period of engagement are with the Management. They have not file any document in this respect. On the other hand,, the Workman has filed certified copy of his Statement of Account for the period from 2013 to 2015 which shows that his wages have been credited in his account on monthly basis. Furthermore, he has filed and proved photocopy payment vouchers 44 in number to show that he has been paid his wages by the then State Bank of Indore. All these documents corroborate his case and statement on oath. On the other hand, the only Management witness states that he has not seen records of employment of the Workman with State Bank of Indore. Hence, his statement that the Workman did not work continuously for 240 days with State Bank of Indore cannot be relied upon. Learned Counsel has referred to judgments of Hon'ble High Court of M.P. in the Case of Goverdhan Vs. Chief Municipal Officer 2025 (185) FLR 154 in which after considering the judgments of Hon'ble Supreme Court in Bhikubhai Meghajibhai Chavda, S. Mani, S.T. Hadimani, Essen Deinki (supra) has observed that though the initial burden lies upon the Workman to prove his claim, but the moment he deposed about completion of 240 days in the preceding year, then it is the duty of employer to rebut the evidence of the claimant by producing cogent documentary evidence and if it is not done, adverse inference can be drawn against the employer.

As mentioned above, the Workman has specifically stated about his continuous engagement with State Bank of Indore and has filed documentary evidence also in this respect. On the other hand, there is on record statement of witness from Management who neither has personal knowledge nor has he seen any documents relating to the engagement of the Workman.

In these circumstances, holding that the Workman has successfully proved his continuous engagement as defined under Section 25B of the Act, issue No. 1 is answered accordingly.

Issue No. 2 :-

Section 25G, 25H and 25M are being reproduced as follows:

25G. Procedure for retrenchment.—

Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen. —

Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for reemployment and such retrenched workman] who offer themselves for re-employment shall have preference over other persons.

25M. Prohibition of lay-off.—

(1) No workman (other than a badli workman or a casual workman) whose name is borne on the muster rolls of an industrial establishment to which this Chapter applies shall be laid-off by his employer except 1[with the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority), obtained on an application made in this behalf, unless such lay-off is due to shortage of power or to natural calamity, and in the case of a mine, such lay-off is due also to fire, flood, excess of inflammable gas or explosion].

(2) An application for permission under sub-section (1) shall be made by the employer in the prescribed manner stating clearly the reasons for the intended lay-off and a copy of such application shall also be served simultaneously on the workmen concerned in the prescribed manner.

(3) Where the workman (other than badli workmen or casual workmen) of an industrial establishment, being a mine, have been laid-off under sub-section (1) for reasons of fire, flood or excess of inflammable gas or explosion, the employer, in relation to such establishment, shall, within a period of thirty days from the date of commencement of such lay-off, apply, in the prescribed manner, to the appropriate Government or the specified authority for permission to continue the lay-off.

(4) Where an application for permission under sub-section (1) or sub-section (3) has been made, the appropriate Government or the specified authority, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer, the workmen concerned and the persons interested in such lay-off, may, having regard to the genuineness and adequacy of the reasons for such lay-off, the interests of the workmen and all other relevant factors, by order and for reasons to be recorded in writing, grant or refuse to grant such permission and a copy of such order shall be communicated to the employer and the workmen.

(5) Where an application for permission under sub-section (1) or sub-section (3) has been made and the appropriate Government or the specified authority does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days.

(6) An order of the appropriate Government or the specified authority granting or refusing to grant permission shall, subject to the provisions of sub-section (7), be final and binding on all the parties concerned and shall remain in force for one year from the date of such order.

(7) The appropriate Government or the specified authority may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (4) or refer the matter or, as the case may be, cause it to be referred, to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days from the date of such reference.

(8) Where no application for permission under sub-section (1) is made, or where no application for permission under sub-section (3) is made within the period specified therein, or where the permission for any lay-off has been refused, such lay-off shall be deemed to be illegal from the date on which the workmen had been laid-off and the workmen shall be entitled to all the benefits under any law for the time being in force as if they had not been laid-off.

(9) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it is necessary so to do, by order, direct that the provisions of sub-section (1), or, as the case may be, sub-section (3) shall not apply in relation to such establishment for such period as may be specified in the order.

(10) The provisions of section 25C (other than the second proviso thereto) shall apply to cases of lay-off referred to in this section.

The Workman has stated on oath that, he has not been issued any notice of retrenchment nor has been paid any compensation.

It is in the case of the Management that they have issued an appropriate notice before retrenchment and have paid retrenchment compensation.

In this case, reference of the merger document which is the order of Ministry of Finance Department of Financial Services dated 28.07.2010 GSR No. 638(E) called accusation of State Bank of Indore order 2010. **Clause 5** of this order requires to be mentioned here and is being reproduced as follows:

5. *Any proceeding or cause of actions, suits, decrees, recovery certificates, appeals and all other legal proceedings pending before any court or tribunal or any other authority by or against the Transferor Bank may, as from the effective date, be continued and enforced by or against the Transferee Bank in which the Transferor Bank has vested by virtue of this Order as it Might have been enforced by or against the Transferor Bank as if this Order had not been in force and shall cease to be enforceable by or against the Transferor Bank.*

From the amalgamation order referred to above, it is established that, the transferee Bank which is the State Bank of India under obligation to discharge liabilities of the transferor Bank with respect to orders relating to legal proceedings pending before any Court or Tribunal or any Authority against the Transferee Bank. Hence, the State Bank of India is under legal obligation to take the responsibility of State Bank of Indore.

In the light of above discussion holding the action of Management in discharging services of the Workman is held in violation of the Act.

Issue No. 2 is answered accordingly.

Issue No. 3 –

As regards to relief, Learned Counsel for Management has submitted that since the Workman was not engaged by following any recruitment process, hence, his reinstatement will not be just and proper. He has referred to judgment of Hon'ble Supreme Court in following cases.

1. ***Secretary, State of Karnataka Vs. Uma Devi (2006) 4 SCC 1.***
2. ***State of Haryana & Ors. Vs. Piara Singh & Ors. (1992) LIC 2168***
3. ***Himanshu Kumar Vidyarthi & Ors. Vs. State of Bihar & ors. AIR (1997) SC 3657.***

Learned Counsel for Workman has referred to following Judgments and has submitted that keeping in view the tenure of engagement with the Bank and also keeping in view the fact that the Management Bank State Bank of India is guilty of adopting unfair labour practice which is in violation of the Act. Reinstatement of the Workman with back wages will be adjusted relief.

1. ***Ranbir Singh Vs. Executive Engineer (2021) 14 SCC 815.***
2. ***Sudarshan Rajpoot Vs. UPSRTC (2015) 2 SCC 317.***

In its recent judgment in the Case of **Jaggo Vs. Union of India & Ors., Arising out of SLP (C) No. 5580 of 2024,** the Hon'ble the Apex Court has disapproved the practice of engaging Workman as daily wager/temporary/outsourcing employees or through outsourcing for long period, the action of Management in these case by engaging the Workman firstly as a daily wager for years and thereafter as an outsourced employee for such a long period of 9 years has cannot be proved.

Keeping in view the above facts and circumstances, reinstatement of the Workman will not be adjusted a proper relief for him. In my considered view, a lump sum compensation of Rs. 5,00,000/- in lieu of all the claim of the Workman will meet the ends of justice to which he is held entitle to be paid within 30 days from the date of publication of Award. Failing which interest @8% per annum from the date of Award till payment.

Issue No. 3 is answered accordingly.

ORDER

Holding the action of Management in disengaging the Workman unjust and illegal, he is held entitled to a lump sum compensation of Rs. 5,00,000/- in lieu of all the claim of the Workman will meet the ends of justice to which he is held entitle to be paid within 30 days from the date of publication of Award. Failing which interest @8% per annum from the date of Award till payment.

No order as to cost.

DATE:- 02/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 अगस्त, 2025

का.आ. 1452.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (109/2018) प्रकाशित करती है।

[सं. एल-12011/27/2018-आईआर(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 4th August, 2025

S.O. 1452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 109/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12011/27/2018– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/109/2018

Present: P.K.Srivastava

H.J.S.(Retd.)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sanghthan

F-1, Tripti Vihar, Opp. Engineering College,

Ujjain (M.P.)

Workman

Versus

The Branch Manager

Bank of India,

Kaitha, Ujjain (M.P.)

Management

AWARD

(Passed on this 15th day of July-2025.)

As per letter dated 30/11/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 (in short the 'Act') as per reference number L-12011/27/2018/IR(B-II) dt. 30/11/2018. The dispute under reference related to :-

> ***"Whether the allegations of the Union that the action of the Management of Bank of India by (i) not giving appointment letter/termination letter (ii) payment was not made as per pay scale/skill wage (iii) Minimum wages not paid (iv) Muster Roll has not been maintained as per Section 25-D of the ID Act (v) Applicants have worked 240 days in a year (vi) After working for*** 06 ***days, the wages of weekly off and National Holidays, 26th January, 15th August were deducted, etc. amounts to alleged Unfair Labour Practice? If so, what relief they are entitled to?"***

Case of the Workman Union is that the workman Tej Prakash Choudhary worked in the Kaitha Branch of the Bank of India from 01.06.1986 to 01.12.1998 as a daily wager. He was not issued any appointment/ termination letter, payment was made as per pay scale/ scale wages, minimum wages were not paid, muster roll not prepared. He worked for 240 days in a year and hence, the Management adopted unfair labour practice which prohibited under the Act. The Workman has thus prayed that, he be held entitled to bonus, and wages accordingly.

Case of Management is mainly that**,** the Workman has already raised a dispute with regard to claim for its all wages, which is registered as Case No. R/60/2009 under a reference and other Case No. R/308/1999 has been registered on a reference with regards to his alleged illegal termination of services. These cases have already been decided by this Tribunal. Also it is the case of the Management that, the Workman never worked for 240 days in a year, he was a casual labour, called for duty on as and when require basis for some hours and not for full day.

In evidence, the Workman union has filed the affidavit of workman Tej Prakash Choudhary as his examination-in-chief. He has been cross-examined by the Management. Union has also filed and proved the documents Exb. W/1 to W/6, to be referred to as and when required.

Management has filed affidavit of its Witness as his examination-in-chief. He has been cross-examined by Workman side. Management has filed photocopy of judgments and award passed in case R/308/1999 and R/60/2009. The disengagement of the workman has been held legal and proper. He has also been held not entitled to any payment of difference of wages as per Bipartite Settlement.

I have heard argument of Learned Counsel Shri Arun Patel for Workman and Shri Neeraj Kewat for Management and have gone through the record.

As it is not disputed that, two cases on the basis of their references with respect to payment of its all wages, alleged illegal termination, have been pending since before the present case and have been decided hence, the judgments of these cases shall operate as *res judicata* with reference to the case in hand. Hence, claim of the Workman with regard to payment of bonus and scale wage are barred by principle of *res judicata*.

As regards, not giving appointment/ termination letter and not preparing muster roll by Management his also cannot be held illegal, because the Workman worked as a casual labour on as and when require basis for which he was paid as a daily wager. He was a regular employee; hence, no preparation of muster roll was required. Secondly, since he was not permanently appointed as a permanent or temporary employee, rather he was daily wager casual labour, no formal appointment or termination letter is required under Law.

On the basis of above discussion and findings, holding the case of Workman not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Reference stands answered accordingly.

No order as to cost.

DATE: 15/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 अगस्त, 2025

का.आ. 1453.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू मंगलौर पोर्ट ट्रस्ट के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (02/2020) प्रकाशित करती है।

[सं. एल-45011/02/2019-आईआर(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 4tht August, 2025

S.O. 1453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2020*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of New Manglore Port Trust and their workmen.

[No. L-45011/02/2019– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 16th June 2025

PRESENT : **Smt. K P INDIRA**

Presiding Officer

CR No. 02 / 2020

I Party	**II Party**
The General Secretary, New Mangalore Port and Dock Workers Union, Market Building, Panambur, Mangalore 575 010	The Secretary, New Mangalore Port Trust, NMP Wharf Co-operative Canteen, Panambur, Mangalore – 575 010

Appearance

Advocate for I Party : Sh. Muralidhara

Advocate for II Party : Sh. Ramesh Upadhyaya

AWARD

The Central Government vide Order No.L-45011/02/2019(IR(B-II) dated 23.12.2019 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

"Whether the demand of the New Mangalore Port & Dock Worker's Union, Panambur to grant Earned Leave, Casual Leave and Overtime wages to 9 Casual / daily rated employees (as per annexure) working in New Mangalore Port Wharf Co-operative Canteen LTD under New Mangalore Port Trust, as extended to monthly rated regular employees of the canteen, is legal, justified and proper? If yes, what relief the workmen are entitled to?"

1. Since both parties have not appeared nor anybody represented them, this Tribunal has passed an Award rejecting the reference holding that the I party failed to justify their demand and the concerned workmen are hence not entitled for any relief.

2. Later, the case is restored to its original file in CR 02/2020 as per the order in Miscellaneous application no. 01/2021, filed for restoration of the matter dated 18.05.2022.

3. Eventually, both parties entered appearance in response to the notice issued by this Tribunal. At the initial stage itself, the learned counsel for the I Party filed a memo stating that the workmen concerned have requested the I Party Union not to pursue the said dispute and hence the I Party-Union does not want to press the above dispute anymore and also requested this Tribunal to dispose of the case as not pressed in the interest of justice and equity. The General Secretary of the I Party Union has signed the memo, counter signed by the learned counsel for the I Party. Memo is recorded after hearing the submissions made by both sides and the following Award is passed.

AWARD

The reference is disposed of as the dispute is not pressed by the I Party workmen.

(Dictated to LDC, transcribed by him, corrected and signed by me on 16th June 2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1454.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय रिजर्व बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**- II के पंचाट (92/2024) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी- I)-98]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2025

S.O. 1454.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 92/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Reserve Bank of India and their workmen.

[No. L-12025/01/2025– IR(B-1)-98]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No.92/2024

Registered on:-20.01.2025

Mr. Sumit S/o Rajender Kumar, R/o H.No.96, Ward No.6, Tehsil Rspura, Jammu, Jammu & Kashmir-181102.

-------- Workman

Versus

1. The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012.
2. Vaneet Aggarwal C/o M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001.

----Respondent no.1 & 2

Present:- None for Workman.

None for respondent no.1 and 2.

Award : 07.07.2025

Central Government vide Notification No.08(65)/2024/RLC/Jmu dated 03.01.2025, under sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the termination of workman Shri Sumit S/o Shri Rajinder Kumar w.e.f. 12.08.2024 by The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012 and M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001 is legal and justified? If not, then to what relief the concerned workman is entitled to and from which date?"

1. The matter is fixed for filing claim statement by the workman. However, an application for withdrawal of industrial dispute received on behalf of workman through registered post stating therein that both the parties, after mutual discussions, have arrived at a settlement in full and final resolution of all issues involved in the dispute. The terms of settlement are acceptable to both the parties. In view of the amicable settlement arrived at between the parties, the applicant seeks to withdraw the industrial dispute pending before this Hon'ble Tribunal.

2. In view of the application for withdrawal of industrial dispute, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1455.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय रिजर्व बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़- II** के पंचाट (94/2024) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी- I)-99]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2025

S.O. 1455.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 94/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Reserve Bank of India and their workmen.

[No. L-12025/01/2025– IR(B-I)-99]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No. 94/2024

Registered on:-20.01.2025

Mr. Deepak Kumar S/o Chaman Lal, R/o Village Rakh Nagbani Jammu, Jammu & Kashmir-180002.

-------- Workman

Versus

3. The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012.

4. M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001.

----Respondent no.1 & 2

Present:- None for Workman.

None for respondent no.1 and 2.

Award : 07.07.2025

Central Government vide Notification No.08(41)/2024/RLC/Jmu dated 03.01.2025, under sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the termination of workman w.e.f. 16.07.2024 by The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012 and M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001 is legal and justified? If not, then to what relief the concerned workman Shri Deepak Kumar S/o Sh. Chaman Lal is entitled to and from which date?"

1. The matter is fixed for filing claim statement by the workman. However, an application for withdrawal of industrial dispute received on behalf of workman through registered post stating therein that both the parties, after mutual discussions, have arrived at a settlement in full and final resolution of all issues involved in the dispute. The terms of settlement are acceptable to both the parties. In view of the amicable settlement arrived at between the parties, the applicant seeks to withdraw the industrial dispute pending before this Hon'ble Tribunal.

2. In view of the application for withdrawal of industrial dispute, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1456.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय रिजर्व बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**- II के पंचाट (95/2024) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी- I)-100]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2025

S.O. 1456.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.95/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Reserve Bank of India and their workmen.

[No. L-12025/01/2025– IR(B-I)-100]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No.95/2024

Registered on:-20.01.2025

Vinod Kumar S/o Rattan Lal, R/o Village Rakh Nagbani, Jammu, Jammu & Kashmir-181206.

-------- Workman

Versus

5. The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012.

6. Vaneet Aggarwal C/o M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001.

----Respondents

Present:- None for Workman.

None for respondent no.1 and 2.

Award : 07.07.2025

Central Government vide Notification No.08(43)/2024/RLC/Jmu dated 03.01.2025, under sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the termination of workman w.e.f. 18.07.2024 by The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012 and M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001 is legal and justified? If not, then to what relief the concerned workman Shri Vinod Kumar S/o Shri Rattan Lal is entitled to and from which date?"

1. The matter is fixed for filing claim statement by the workman. However, an application for withdrawal of industrial dispute received on behalf of workman through registered post stating therein that both the parties, after mutual discussions, have arrived at a settlement in full and final resolution of all issues involved in the dispute. The terms of settlement are acceptable to both the parties. In view of the amicable settlement arrived at between the parties, the applicant seeks to withdraw the industrial dispute pending before this Hon'ble Tribunal.

2. In view of the application for withdrawal of industrial dispute, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

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GORAKHA NATH YADAVA Digitally signed by GORAKHA NATH YADAVA Date: 2025.08.20 11:34:12 +05'30'